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### Title

Agreement between the California State Employees Association (CSEA), Bargaining Unit 14 Office and Allied and the State of California, 1999-2001

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**Contact**

**Full text contract begins on following page.**

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1/31/00



**AGREEMENT**  
between  
**STATE OF CALIFORNIA**  
and  
**CALIFORNIA STATE EMPLOYEES ASSOCIATION (CSEA)**  
covering

**BARGAINING UNIT 4**  
**OFFICE AND ALLIED**

Effective  
**07/01/99** through **07/02/01**

**CALIFORNIA STATE EMPLOYEES ASSOCIATION (CSEA)  
BARGAINING UNIT 4  
OFFICE AND ALLIED**

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## **PREAMBLE**

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as the Contract, entered into by the STATE OF CALIFORNIA, hereinafter referred to as the State or the State employer, pursuant to Sections 19815.4 and 3517 of the Government Code, and the CALIFORNIA STATE EMPLOYEES ASSOCIATION (Civil Service Division), Local 1000, SEIU, AFL/CIO, CLC, hereinafter referred to as CSEA, Local 1000, or the Union, pursuant to the Ralph C. Dills Act (Dills Act) commencing with Section 3512 of the Government Code, and has as its purpose the promotion of harmonious labor relations between the State and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment, including health and safety.

The term "Contract" as used herein means the written agreement provided under Section 3517.5 of the Government Code.

CSEA (the Civil Service Division) agrees to hold the State harmless, defend and indemnify the State and its officers, agents, and employees for fees, costs, and damages resulting from a challenge, in any forum (administrative or judicial) by any person or entity, to the provisions of this Article.

## **ARTICLE 1 - RECOGNITION**

A. Pursuant to Public Employment Relations Board (PERB) Decision S-SR-4, the State recognizes CSEA (Civil Service Division), Local 1000, as the exclusive representative for the Office and Allied Bargaining Unit, hereinafter referred to as Unit 4. Unit 4 consists of all employees in the job classifications listed by title in Appendix "A" attached hereto and incorporated by reference as a part of this Contract.

B. Pursuant to Government Code Sections 19815.4 and 3517, CSEA, Local 1000, recognizes the Director of the Department of Personnel Administration or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her designee, except as otherwise specifically spelled out in this Contract.

C. CSEA (the Civil Service Division) agrees to hold the State harmless, defend and indemnify the State and its officers, agents, and employees for fees, costs, and damages resulting from a challenge, in any forum (administrative or judicial) by any person or entity, to the provisions of this Article.

## ARTICLE 2 - UNION REPRESENTATION RIGHTS

### 2.1 Union Representatives

A. The State recognizes and agrees to deal with designated Union stewards, elected bargaining unit council representatives, and/or Union staff on the following:

1. The enforcement of this Contract;
2. Employee discipline cases, including investigatory interviews of an employee who is the subject of a non-criminal investigation;
3. Informal settlement conferences or formal hearings conducted by the Public Employment Relations Board (PERB);
4. Matters scheduled for hearing by the Board of Control;
5. Matters pending before the State Personnel Board;
6. AWOLs and appeals to set aside resignations;
7. Discussions with management regarding denials of reasonable accommodation;
8. The Department of Personnel Administration statutory appeal hearings.

B. A written list of Union stewards, and elected bargaining unit council representatives broken down by department, unit, and designated area of representation, shall be furnished to each department and a copy sent to the State immediately after their designation. The Union shall notify the State promptly of any changes of such stewards. Union stewards shall not be recognized by the State until such lists or changes thereto are received.

C. Area of Representation – A Union steward's "area of primary representation" is defined as an institution, office, or building. However, the parties recognize that it may be necessary for the Union to assign a steward an area of representation for several small offices, department, or buildings within close proximity. Disputes regarding this paragraph may be appealed directly to Step 3 of the Grievance Procedure (Section 6.9)

### 2.2 Access

A. Union stewards, Union staff, and/or elected bargaining unit council representatives may have access to employees to represent them pursuant to Section 2.1 A. above. Access shall not interfere with the work of the employees. Union stewards, Union staff, or elected bargaining unit council representatives seeking access to employees must notify the department head or designee in advance of the visit.

B. Access to bargaining unit employees shall not be unreasonably withheld; however, it may be restricted for reasons of safety, security, or patient care including patient privacy. If access is restricted, other reasonable accommodations shall be made.

### **2.3 Use of State Equipment**

A. Union stewards shall be permitted reasonable use of State phones to make calls for Union representation purposes; provided, however, that such use of State phones shall not incur additional charges to the State or interfere with the operation of the State.

B. Union Stewards shall be permitted minimal and incidental use of State equipment for representational activities as defined in Section 2.1, if said equipment is available and utilized as a normal part of his/her duties. Such use of State equipment shall not result in additional costs to the State, nor shall it interfere with the conduct of State business.

C. Use of State equipment or the time used for activities permitted in this section shall be subject to prior notification and approval by the employee's immediate supervisor.

### **2.4 Distribution of Union Information**

A. The Union may use existing employee organization bulletin boards to post materials related to Union business. Upon mutual agreement between an authorized Union representative and the department, Union bulletin boards will be where they are accessible to employees. When required in advance, the Union shall reimburse the State for additional costs incurred. A copy of all materials posted must be distributed to the facility or office supervisor at the time of posting.

B. The Union may, before or after work hours or during meal and rest periods, distribute Union literature. Distribution of Union information shall not be unreasonably denied or disrupt the work of others. However, if access for distribution of information is restricted for safety, security, or patient care including patient privacy, other reasonable accommodation will be made in accordance with department procedures.

C. The Union may continue to use existing employee mailboxes and in-baskets for distribution of literature. Such information will be distributed to departmental employees based on the department's policies and procedures in distributing other non-business information.

D. The Union agrees that any literature posted or distributed on site will not be libelous, obscene, defamatory, or of a partisan political nature.

E. The Union shall be permitted incidental and minimal use of State electronic communication systems for communication of Union activities as the departments permit for other non-business purposes.

F. The use of electronic communication systems (devices) are not considered private or secure information and are subject to being monitored by the department.

## **2.5 Use of State Facilities**

The State will continue to permit use of certain facilities for Union meetings, subject to the operating needs of the State. Requests for use of such State facilities shall be made in advance to the appropriate State official. When required in advance, the Union shall reimburse the State for additional expenses, such as security, maintenance, and facility management costs or utilities, incurred as a result of the Union's use of such State facilities.

## **2.6 Steward Time Off**

Upon request of an aggrieved employee, a steward shall be allowed reasonable time off during working hours, without loss of compensation, for representational purposes in accordance with Section 2.1 A. of this Contract, provided the employee represented is in the steward's designated area of representation. Release time for these purposes is subject to prior notification and approval by the steward's immediate supervisor. Upon mutual agreement of the parties, a reasonable number of additional stewards can also be granted reasonable time off under this section.

## **2.7 Employee Time Off**

Employees shall be entitled to reasonable time off without loss of compensation to confer with a Union representative on representational matters at the work site in accordance with Section 2.2 above during work hours, subject to approval of the employee's supervisor.

## **2.8 Union Steward Protection**

The State shall be prohibited from imposing or threatening to impose reprisals, from discriminating or threatening to discriminate against Union stewards, or otherwise interfering with, restraining, or coercing Union stewards because of the exercise of any rights given by this Contract.

## **2.9 Union Information Packets**

Upon initial appointment to any position as a probationary or permanent employee, the employee shall be informed by the employer that the Union is the recognized employee organization for the employee in said classification. The State shall present the employee with a packet of Union information which has been supplied by the Union.

## **2.10 Orientation**

A. During any regularly scheduled orientation session for new employees, a Union staff member or designee shall be given the opportunity to meet with bargaining unit employees for fifteen (15) minutes for orientation of the employees to the Contract and the Union.

B. In work locations not accessible to regularly scheduled departmental orientation, each new bargaining unit employee shall be given the opportunity to meet with a union representative for fifteen (15) minutes during normal working hours for orientation to the Contract and the Union

## **ARTICLE 3 - UNION SECURITY**

### **3.1 Union Security**

The State agrees to deduct and transmit to the Union all membership dues authorized on a form provided by the Union. Effective with the beginning of the first pay period following ratification of this agreement by the Legislature and the Union, the State agrees to calculate, deduct, and transmit to the Union, Fair Share fees from State employees who do not have membership dues deductions for the Union, based upon an amount or formula furnished by the Union for Fair Share fees deductions. The State further agrees to recalculate, deduct, and transmit Fair Share fees to the Union based upon any revised amounts or formulas furnished by the Union for Fair Share fees deductions during the term of this Contract. The State and the Union agree that a system of authorized dues deductions and a system of Fair Share fee deductions shall be operated in accordance with Government Code Sections 3513(h), 3513(j), 3515, 3515.6, 3515.7, and 3515.8, subject to the following provisions:

1. When Fair Share fees are in effect, an employee may withdraw from membership in the Union by sending a signed withdrawal letter to the Union with a copy to the State Controller at any time. An employee who so withdraws his/her membership shall be subject to paying a Fair Share fee, if such a fee is applicable.
2. The Union agrees to indemnify, defend, and hold the State and its agents harmless against any claims made of any nature and against any suit instituted against the State arising from this section and the deductions arising therefrom.
3. The Union agrees to annually notify all State employees who pay Fair Share fees of their right to demand and receive from the Union a return of part of that fee pursuant to Government Code Section 3515.8.
4. No provisions of this section or any disputes arising thereunder shall be subject to the grievance and arbitration procedure contained in this Contract.
5. Should a recession election be successful, the written authorization for payroll deductions for Union membership shall remain in full force and

effect during the life of this contract except that any employee may withdraw from the Union by sending a signed withdrawal letter to the Union with a copy of the State Controller's Office within thirty (30) calendar days prior to the expiration of this Contract.

### **3.2 Release of Home Addresses: Non Law Enforcement Employees**

#### **A. Home Addresses - Generally**

1. Consistent with PERB regulations and State law, the State shall continue to provide the Union with home addresses on a monthly basis for all employees covered by this Contract until it expires.
2. Notwithstanding any other provision of this Contract, any employee may have his/her home address withheld from the Union at any time by submitting a written request to his/her appointing power on a form provided by the State.

#### **B. Home Address Withholding**

Effective one-month following ratification of this Contract by both parties, the State will no longer use an Employee Action Request form that provides employees with the option of having their home address withheld from the Union. Instead, bargaining unit employees will, upon request on their own initiative, be given a separate form by their appointing power that permits two choices: (1) withhold their address from the Union, or (2) to cancel a previous withhold request thereby permitting release of their home address to the Union.

#### **C. Home Address Withhold Notification to Employees**

Within one month following ratification of this Contract by both parties, the State will send a letter drafted by the Union to all existing employees that have previously requested their home address be withheld. The letter will provide said employees with the option of canceling their previous withhold request thereby permitting release of their home address to the Union

#### **D. Release and Use of Addresses**

The State Controller's Office shall send the Union a list of all Bargaining Unit 4 employees who, pursuant to subsection C. above, either did not respond or responded by indicating they wanted to continue withholding their home address from the Union. Said list(s) will contain the employee's name, agency, and reporting unit.

#### **E. Home Address Mailings by the State**

The State will mail Union information once per year to the home address of bargaining unit employees who have requested their home address be withheld from the Union. Said material shall be provided by the Union. The cost of this mailing shall be paid for by the Union. The Union agrees

to hold the State harmless for any annual mail that does not reach Bargaining Unit 4 employees.

F. Address Confidentiality

Employee work and home addresses shall be maintained as confidential by the Union. The Union shall take all reasonable steps to ensure the security of work and home addresses, and shall not disclose or otherwise make them available to any person, entity, or organization.

G. Costs Reimbursable

The Union agrees to pay necessary and reasonable costs incurred by the State Controller's Office to produce the necessary name/home/work address tape file on a monthly basis.

H. Hold Harmless and Indemnification

Notwithstanding any other provision of this Contract, the Union agrees to jointly defend this section and to hold the State of California, its subdivisions, and agents harmless in defending challenges of any nature arising as a result of this section of the Contract.

I. Nature of Material

The Union agrees that any literature mailed to employees by the State will not be libelous, obscene, defamatory, or of a partisan political nature or constitute a solicitation of any product or service unrelated to representation by the Union, including that provided by and mailed on behalf of the Union. Advertisements or articles in Union provided material involving partisan politics shall not be considered of a partisan political nature or constitute a solicitation of any product or service for the purposes of this Contract.

## **ARTICLE 4 – STATE'S RIGHTS**

A. Except for those rights which are abridged or limited by this Contract, all rights are reserved to the State.

B. Consistent with this Contract, the rights of the State shall include, but not be limited to, the right to determine the mission of its constituent departments, commissions, and boards; to maintain efficiency of State operation; to set standards of service; to determine, consistent with Article VII of the Constitution, the Civil Service Act, and rules pertaining thereto, the procedures and standards of selection for employment and promotion, layoff, assignment, scheduling and training; to determine the methods, means, and personnel by which State operations are to be conducted; to take all necessary action to carry out its mission in emergencies; to exercise control and discretion over the merits, necessity, or organization of any service or activity provided by law or executive order. The State has the right to make reasonable rules and regulations pertaining to employees consistent with this Contract, provided that any such rule shall be uniformly applied to all affected employees who are similarly situated.

C. This Article is not intended to, nor may it be construed to, contravene the spirit or intent of the merit principle in State employment, nor limit the rights of State Civil Service employees provided by Article VII of the State Constitution or bylaws and rules enacted thereto. Any matters which concern the application of the merit principle to State employees are exclusively within the purview of those processes provided by Article VII of the State Constitution or bylaws and rules enacted thereto.

## **ARTICLE 5 – GENERAL PROVISIONS**

### **5.1 No Strike**

A. During the term of this Contract, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone, or engage in a work slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the State.

B. The Union agrees to notify all of its officers, stewards, chief stewards, and staff of their obligation and responsibility for maintaining compliance with this section, including the responsibility to remain at work during any activity which may be caused or initiated by others, and to encourage employees violating this section to return to work.

### **5.2 No Lockout**

No lockout of employees shall be instituted by the State during the term of this Contract.

### **5.3 Individual Agreements Prohibited**

The State shall not negotiate with or enter into memoranda of understanding or adjust grievances or grant rights or benefits not covered in this Contract to any employee unless such action is with Union concurrence.

### **5.4 Savings Clause**

Should any provision(s) of this Contract be found unlawful by a court of competent jurisdiction or invalidated by subsequently enacted legislation, the remainder of the Contract shall continue in force. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to renegotiate the invalidated provision(s).

### **5.5 Reprisals**

The State and the Union shall be prohibited from imposing or threatening to impose reprisals by discriminating or threatening to discriminate against employees, or otherwise interfering with, restraining, or coercing employees because of the exercise of their rights under the Ralph C. Dills Act or any right given by this Contract. The principles of agency shall be liberally construed.



## 5.6 Supersession

The following enumerated Government Code Sections and all existing rules, regulations, standards, practices, and policies which implement the enumerated Government Code Sections are hereby incorporated into this Contract. However, if any other provision of this Contract alters or is in conflict with any of the Government Code Sections enumerated below, the Contract shall be controlling and supersede said Government Code Sections or parts thereof and any rule, regulation, standard, practice, or policy implementing such provisions. The Government Code Sections listed below are cited in Section 3517.6 of the Ralph C. Dills Act.

### A. Government Code Sections

#### 1 General

19824	Establishes monthly pay periods.
19839	Provides lump-sum payment for unused vacation accrued or compensating time off upon separation.
19888	Specifies that service during an emergency is to be credited for vacation, sick leave, and Merit Salary Adjustments (MSA).
19838	Overpayments to employees.

#### 2 Step Increases

19829	Requires DPA to establish minimum and maximum salaries with intermediate steps.
19832	Establishes annual MSAs for employees who meet standards of efficiency.
19834	Requires MSA payments to qualifying employees when funds are available.
19835	Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSAs are

denied due to lack of funds.

19836 Provides for hiring at above the minimum salary limit in specified instances.

19837 Authorizes rates above the maximum of the salary range when a person's position is downgraded. (Red Circle Rates)

### 3 Vacations

19856 Requires DPA to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.

19863 Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.

19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.

### 4 Sick Leave

19859 Defines amount earned and methods of accrual for full-time and part-time employees.

19863 Allows sick leave use while on temporary disability (due to work-incurred injury) to augment paycheck.

19863.1 Provides sick leave credit while employee is on industrial disability leave and prescribes how it may be used.

	19864	Allows DPA to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.
	19991.4	Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.
5	Uniforms, Work Clothes, and Safety Equipment	
	19850.4	Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.
6	Industrial Disability Leave (IDL)	
	19869	Defines who is covered.
	19870	Defines "IDL" and "full pay."
	19871	Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.
	19871.1	Provides for continued benefits while on IDL.
	19872	Prohibits payment of temporary disability or sick-leave pay to employees on IDL.
	19873	Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.
	19874	Allows employees to receive workers' compensation benefits after exhaustion of IDL benefits.

19875	Requires three-day waiting period, unless hospitalized or disability more than 14 days.
19876	Payments contingent on medical certification and vocational rehabilitation.
19877	Authorizes DPA to adopt rules governing IDL.
19877.1	Sets effective date.
7	Non-Industrial Disability Insurance (NDI)
19878	Definitions.
19879	Sets the amount of benefits and duration of payment.
19880	Sets standards and procedures.
19880.1	Allows employee option to exhaust vacation prior to NDI.
19881	Bans NDI coverage if employee is receiving unemployment compensation.
19882	Bans NDI coverage if employee is receiving other case payment benefits.
19883	Provides for discretionary deductions from benefit check, including employer contributions; employees do not accrue sick leave or vacation credits or service credits for any other purpose.
19884	Filing procedures; determination and payment of benefits.

	19885	Authorizes DPA to establish rules governing NDI.
8	Life Insurance	
	20750.11	Provides for employer contributions.
	21400	Establishes group term life insurance benefits.
	21404	Provides for Death Benefit from PERS.
	21405	Sets Death Benefit at \$5,000 plus 50 percent of one year's salary.
9	Health Insurance	
	22816	Provides for continuation of health plan coverage during leave of absence without pay.
	22825	Provides for employee and employer contribution.
	22825.1	Sets employer contribution.
10	Workweek	
	19851	Sets 40-hour workweek and eight-hour day.
11	Overtime	
	19844	Directs DPA to establish rules regarding cash compensation and compensating time off.
	19848	Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked.

	19849	Requires DPA to adopt rules governing overtime and the appointing power to administer and enforce them.
	19863	Allows use of accumulated compensable overtime while on temporary disability (due to work-incurred injury) to augment paycheck.
12	Deferred Compensation	
	19993	Allows employees to deduct a portion of their salary to participate in a deferred compensation plan.
13	Relocation Expenses	
	19841	Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.
14	Travel Expenses	
	19820	Provides reimbursement of travel expenses for officers and employees of the State on State business.
	19822	Provides reimbursement to State for housing, maintenance, and other services provided to employees.
15	Unpaid Leaves of Absence	
	19991.2	Allows the appointing power to grant a two-year leave for service in a technical cooperation program.
	19991.4	Provides that absence of an employee for work-incurred compensable injury or disease is considered as continuous service for purposes of salary

adjustments, sick leave, vacation, or seniority.

19991.6 Provides one year of pregnancy leave or less as required by a permanent female employee.

16 Performance Reports

19992.2 Requires the appointing power to prepare performance reports and show them to the employee.

19992.3 Use of Performance Reports.

17 Involuntary Transfers

19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.

19994.1 Authorizes involuntary transfers. Requires 60-day prior written notice when transfer requires change in residence.

19994.2 Allows seniority to be considered when two or more employees are in a class affected by involuntary transfers which require a change in residence.

19998.1 State Restriction of Appointments.

18 Demotion and Layoff

19997.2 Provides for subdivisional layoffs in a State agency subject to DPA approval. Subdivisional reemployment lists take priority over others.

19997.3 Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency is combined with seniority to determine order of

layoff.

1997.8 Allows demotion in lieu of layoff.

1997.9 Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.

1997.10 An employee displaced by an employee with return rights may demote in lieu of layoff.

1997.11 Establishes reemployment lists for laid-off or demoted employees.

1997.12 Guarantees same step of salary range upon recertification after layoff or demotion.

1997.13 Requires 30-day written notice prior to layoff and not more than 60 days after seniority computed.

1998 Employees affected by layoff due to management-initiated changes should receive assistance in finding other placement in State service.

1998.1 State Restriction of Appointments.

19 Incompatible Activities

1990 Requires each appointing power to determine activities which are incompatible, in conflict with, or inimical to their employees' duties; provides for identification of and prohibits such activities.

20 Training

1995.2 Provides for counseling and training



programs for employees whose positions are to be eliminated by automation, technological, or management-initiated changes.

19995.3

Provides for the Department of Rehabilitation to retrain and refer disabled State employees to positions in State service.

### **5.7 Non-Discrimination**

A. No State employee shall be discriminated against in State employment on the basis of race, color, religion, creed, age, sex, national origin, ancestry, marital status, sexual orientation, political affiliation, or physical or mental disability as defined in the Americans with Disabilities Act.

B. Allegations of discrimination shall not be subject to the grievance and arbitration procedure, but may be appealed to the State Personnel Board through the existing State Equal Employment Opportunity (EEO) complaint process, and/or the Department of Fair Employment and Housing, and/or the Federal Equal Employment Opportunity Commission.

### **5.8 Sexual Harassment**

A. No State employee shall be subject to sexual harassment. The State agrees to take such actions as necessary to ensure that this purpose is achieved, and shall post a statement of its commitment to this principle at all work sites

B. Allegations of sexual harassment shall not be subject to the grievance and arbitration procedure, but may be appealed to the State Personnel Board through the existing State Equal Employment Opportunity (EEO) complaint process, and/or the Department of Fair Employment and Housing, and/or the Federal Equal Employment Opportunity Commission.

### **5.9 Joint Labor Management Committee on Discrimination**

The parties agree to establish a joint labor/management committee on discrimination in State service. The committee shall review issues including the relationship of discrimination to adverse actions, departmental equal employment opportunity programs and current processes that deal with discrimination complaints. The types of discrimination include race, color, religion, creed, age, sex, national origin, ancestry, marital status, physical or mental disability, sexual orientation, or political affiliation.

The committee shall assess available data that identifies and measures discrimination in the workplace. The committee may recommend to the State Personnel Board the collection of data relevant to the committee's charge. The

committee may call upon experts in the field to help the committee analyze the extent of discrimination in the workplace.

1. The committee shall begin meeting within 90 days after ratification of this Contract.
2. The committee will consist of an equal number of Union and State representatives. Unit 4 shall have one representative. Other bargaining units may have one Union/employee representative each. Selected members shall be representative of groups protected by the Federal and State civil rights legislation.

The State agrees that the Union representatives will serve and participate on the committee without loss of compensation. The committee will be co-chaired by one of the Union's representatives, along with a co-chair representing the State.

3. The committee will conduct a study and prepare, within twelve (12) months or no later than December 2000 a report to the State Personnel Board with recommendations on addressing discrimination. The State agrees to provide Administrative Services and Resources to support the committee's charge and stated time lines.
4. The above report shall serve as a basis for the Union and the State to discuss methods and programs to free the workplace from discrimination, as defined above, in keeping with a diverse workforce.

#### **5.10 Labor/Management Committees**

The purpose of labor/management committees is to improve quality and efficiency in the work processes through frank and open discussion of those concerns and problems that impede the workflow. Upon request of the Union and with the concurrence of the department head or designee, a labor/management committee may be established by mutual agreement to address specific or ongoing issues.

Such committees may be established according to the following guidelines:

1. The committees will consist of equal numbers of management and Union representatives.
2. Committee recommendations, if any, will be advisory in nature.
3. Labor/management committee meetings shall not be considered contract negotiations and shall not be considered a substitute for the grievance procedure.

### **ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURE**

#### **6.1 Purpose**

A. This grievance procedure shall be used to process and resolve grievances arising under this Contract and employment-related complaints.

B. The purposes of this procedure are:

1. To resolve grievances informally at the lowest possible level.
2. To provide an orderly procedure for reviewing and resolving grievances promptly.

## **6.2 Definitions**

A. A grievance is a dispute of one or more employees, or a dispute between the State and the Union, involving the interpretation, application, or enforcement of the express terms of this Contract.

B. A complaint is a dispute of one or more employees involving the application or interpretation of a written rule or policy not covered by this Contract and not under the jurisdiction of the State Personnel Board. Complaints shall only be processed as far as the department head or designee.

C. As used in this procedure, the term "immediate supervisor" means the individual identified by the department head.

D. As used in this procedure, the term "party" means the Union, an employee, or the State.

E. A "Union representative" refers to a Union steward or staff representative or a bargaining unit council representative.

## **6.3 Time Limits**

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. However, with the mutual consent of the parties, the time limitation for any step may be extended.

## **6.4 Waiver of Steps**

The parties may mutually agree to waive any step of the grievance procedure.

## **6.5 Presentation**

At any step of the grievance procedure, the State representative may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant or a Union steward, or both, may attend without loss of compensation. A Union representative or job steward may request a meeting at the first or second step.

## **6.6 Informal Discussion**

An employee's grievance initially shall be discussed with the employee's immediate supervisor. Within seven (7) calendar days, the immediate supervisor shall give his/her decision or response.

## **6.7 Formal Grievance - Step 1**

A. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed no later than:

1. Twenty-one (21) calendar days after employee can reasonably be expected to have known of the event occasioning the grievance, or
2. Within fourteen (14) calendar days after receipt of the decision rendered in the informal grievance procedure.

B. However, under no circumstances may the period in which to bring the grievance be extended beyond the twenty-one (21) calendar days in Item 1. above.

C. If the first level of appeal is the employee's immediate supervisor, the grievant may bypass Step 1.

D. A formal grievance shall be initiated in writing on a form provided by the State and shall be filed with a designated supervisor or manager identified by each department head as the first level of appeal.

E. Within fourteen (14) calendar days after receipt of the formal grievance, the person designated by the department head as the first level of appeal shall respond in writing to the grievance.

F. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential. All interpretations and settlements shall be consistent with the provisions of this Contract.

## **6.8 Formal Grievance - Step 2**

A. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within twenty-one (21) calendar days after receipt to a designated supervisor or manager identified by each department head as the second level of appeal. If the department head or designee is the first level of appeal, the grievant may bypass Step 2.

B. Within twenty-one (21) calendar days after receipt of the appealed grievance, the person designated by the department head as the second level of appeal shall respond in writing to the grievance.

C. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential. All interpretations and settlements shall be consistent with the provisions of this Contract.

## **6.9 Formal Grievance - Step 3**

A. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within twenty-one (21) calendar days after receipt to a designated supervisor or manager identified by each department

head as the third level of appeal. If the department head or designee is the second level of appeal, the grievant may bypass Step 3.

B. Within twenty-one (21) calendar days after receipt of the appealed grievance, the person designated by the department head as the third level of appeal shall respond in writing to the grievance. A copy of the written response shall be sent concurrently to the CSEA, Local 1000, SEIU, 1108 "O" Street, Sacramento, CA 95814.

#### **6.10 Formal Grievance - Step 4**

A. If the grievant is not satisfied with the decision rendered at Step 3, the grievant may appeal the decision within thirty (30) calendar days after receipt to the Director of the Department of Personnel Administration or designee.

B. Within thirty (30) calendar days after receipt of the appealed grievance, the Director of the Department of Personnel Administration or designee shall respond in writing to the grievance.

#### **6.11 Response**

If the State fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

#### **6.12 Formal Grievance - Step 5**

A. If the grievance is not resolved at Step 4, within thirty (30) calendar days after receipt of the fourth level response, the Union shall have the right to submit the grievance to arbitration.

B. Within seven (7) calendar days after the second notice requesting arbitration has been served on the State or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall, immediately and jointly, request the American Arbitration Association, State Conciliation and Mediation Service, or the Federal Mediation and Conciliation Service to submit to them a panel of ten arbitrators from which the State and the Union shall alternately strike names until one name remains and this person shall be the arbitrator. If the second notice is not received within six (6) months of the receipt of the fourth-level response, the request for arbitration is withdrawn.

C. The arbitration hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of arbitration shall be borne equally between the parties.

D. An arbitrator may, upon request of the Union and the State, issue his/her decision, opinion, or award orally upon submission of the arbitration. Either party may request that the arbitrator put his/her decision, opinion, or award in writing and that a copy be provided.

E. The arbitrator shall not have the power to add to, subtract from, or modify this Contract. Only grievances as defined in Section 6.2 A. of this Article shall be subject to arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

### **6.13 Health and Safety Grievances**

A. It is the policy of the State employer to enforce safety and health, policies, procedures, and work practices and protect employees from harm in connection with State operations.

B. To this end, the parties agree that it is in their mutual best interest to endeavor to make the work site free from situations, circumstances, or conditions that constitute an immediate and recognizable threat to the health and safety of employees.

C. It is the intent of this Health and Safety Grievance Procedure to ensure a prompt response to employees who feel that a situation exists which constitutes an immediate and recognizable threat to their health and safety.

D. When an employee in good faith believes that he/she is being required to work where an immediate and recognizable threat to his/her health and safety exists, he/she will so notify his/her supervisor. The supervisor will immediately assess the situation, direct any necessary corrective action to eliminate any immediate and recognizable threat to the employee's health and safety, and either direct the employee to temporarily perform some other task or direct the employee to proceed with his/her assigned duties. If the Union or the employee still believe the immediate and recognizable threat to his/her health and safety exists, the Union or the employee may file a grievance alleging a violation of this section at Step 2 of the grievance procedure as follows:

#### **1. Health and Safety Grievance - Step 2**

a. If the grievant is not satisfied with the decision rendered by his/her supervisor, the grievant may appeal the decision in writing, within twenty-four (24) hours after receipt of the decision to a designated supervisor or manager identified by each department as the second level of appeal.

b. The person designated by the department head as the second level of appeal shall respond to the grievance in writing within fourteen (14) calendar days.

#### **2. Health and Safety Grievance - Step 3**

a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision in writing, within twenty-four (24) hours after receipt of the decision to a designated supervisor or manager identified by each department head as the third level of appeal. If the department head or designee is the second level of appeal, the grievant may bypass Step 3.

- b. The person designated by the department head as the third level of appeal shall respond to the grievance in writing within fourteen (14) calendar days.
- c. If the grievance is not resolved at Step 3 within twenty-four (24) hours after receipt of the third step response, the Union shall have the right to submit the grievance to arbitration.
- d. The arbitration shall take place no later than fourteen (14) days following the Union's request unless the parties mutually agree otherwise.
- e. Arbitration shall be in accordance with Section 6.12 B. of this Article unless otherwise provided.

#### **6.14 Grievance Review**

Upon request, the State shall meet monthly with the Union in an attempt to settle and resolve grievances. The parties shall agree at least two weeks prior to each meeting on the agenda and who shall attend.

### **ARTICLE 7 - HOLIDAYS**

- A. All full-time employees shall be entitled to such holidays with pay as provided below, in addition to any official State holidays declared by the Governor.
- B. Such holidays shall include January 1, the third Monday in January, February 12, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving Day, the day after Thanksgiving, and December 25.
- C. Every full-time employee, upon completion of six (6) months of his/her initial probationary period in State service, shall be entitled to one (1) personal holiday per fiscal year. The personal holiday shall be credited to each full-time employee on the first day of July.
- D. The department head or designee may require five (5) days advance notice before a personal holiday is taken and may deny use subject to operational needs. When an employee is denied use of a personal holiday, the department head or designee may allow the employee to reschedule the personal holiday or shall, at the department's discretion allow the employee to either carry the personal holiday to the next fiscal year or, cash out the holiday on a straight time (hour-for-hour) basis. Employees shall not be allowed to carry over or cash out more than two (2) personal holidays in any fiscal year.
- E. The department head or designee shall make a reasonable effort to grant an employee use of his/her personal holiday on the day of his/her desire subject to operational need.
- F. When November 11 falls on a Saturday, full-time employees shall be entitled to the preceding Friday as a holiday with pay.

G. When a holiday other than a personal holiday or November 11 falls on a Saturday, full-time employees shall, regardless of whether they work on the holiday, only accrue an additional eight (8) hours of personal holiday credit per fiscal year per said holiday.

H. When a holiday other than a personal holiday falls on Sunday, full-time employees shall be entitled to the Monday following as a holiday with pay.

I. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of a holiday shall be considered as time worked by the employee.

J. When a permanent full-time employee who works a minimum of forty (40) hours in a week in which a holiday occurs and is required to work on the holiday, such employee shall receive one and one-half (1-½) compensation for all hours worked on the holiday plus, either eight (8) hours of holiday credit or cash compensation. The method of compensation shall be at the State's discretion.

K. Less than full-time employees in workweek Group 2 who are required to work on a holiday shall be entitled to compensation as follows: a pro-rated amount of holiday pay, and time and one-half compensation for all hours worked (cash or time off at the department's discretion).

L. Less than full-time employees shall receive holidays in accordance with the following:



**CHART FOR COMPUTING VACATION, SICK LEAVE, AND  
HOLIDAY CREDITS FOR ALL FRACTIONAL TIME BASE EMPLOYEES  
SUPERCEDES ACCRUAL RATES IN MANAGEMENT MEMORANDUM 84-20-1**

TIME BASE	HOURS OF MONTHLY VACATION CREDIT PER VACATION GROUP							HOURS OF MONTHLY SICK LEAVE AND HOLIDAY CREDIT
	7	10	11	12	13	14	15	SL/HOL 8
1/5	1.40	2.00	2.20	2.40	2.60	2.80	3.00	1.60
2/5	2.80	4.00	4.40	4.80	5.20	5.60	6.00	3.20
3/5	4.20	6.00	6.60	7.20	7.80	8.40	9.00	4.80
4/5	5.60	8.00	8.80	9.60	10.40	11.20	12.00	6.40
1/8	0.88	1.25	1.38	1.50	1.63	1.75	1.88	1.00
1/4	1.75	2.50	2.75	3.00	3.25	3.50	3.75	2.00
3/8	2.63	3.75	4.13	4.50	4.88	5.25	5.63	3.00
1/2	3.50	5.00	5.50	6.00	6.50	7.00	7.50	4.00
5/8	4.38	6.25	6.88	7.50	8.13	8.75	9.38	5.00
3/4	5.25	7.50	8.25	9.00	9.75	10.50	11.25	6.00
7/8	6.13	8.75	9.63	10.50	11.38	12.25	13.13	7.00
1/10	0.70	1.00	1.10	1.20	1.30	1.40	1.50	0.80
3/10	2.10	3.00	3.30	3.60	3.90	4.20	4.50	2.40
7/10	4.90	7.00	7.70	8.40	9.10	9.80	10.50	5.60
9/10	6.30	9.00	9.90	10.80	11.70	12.60	13.50	7.20

M. In the event that traditional, but unofficial holidays (e.g., Mother's Day, Father's Day), or religious holidays (e.g., Easter or Yom Kippur) fall on an employee's scheduled workday, the employee shall have the option to request the use of annual leave, accrued vacation, holiday credits, personal leave or CTO time, in order to secure the day off. The department head or designee shall make a reasonable effort to grant an employee the day off subject to operational need.

## **ARTICLE 8 - LEAVES**

### **8.1 Vacation Leave**

A. Employees shall not be entitled to vacation leave credit for the first six (6) months of service. On the first day of the monthly pay period following completion of six (6) qualifying monthly pay periods of continuous service, all full-time employees covered by this section shall receive a one-time vacation bonus of forty-two (42) hours of vacation credit. Thereafter, for each additional qualifying monthly pay period, the employee shall be allowed credit for vacation with pay on the first day of the following month as follows:

7 months to 3 years	7 hours per month
37 months to 10 years	10 hours per month
121 months to 15 years	12 hours per month
181 months to 20 years	13 hours per month
20 years and over	14 hours per month

An employee who returns to State service after an absence of six (6) months or longer, caused by a permanent separation, shall receive a one-time vacation credit on the first monthly pay period following completion of six (6) qualifying pay periods of continuous service in accordance with the employee's total State service before and after the absence.

B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn vacation credits as set forth under Item A. above. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which fall into two consecutive qualifying pay periods shall disqualify the second pay period.

C. Employees working less than full-time accrue vacation in accordance with the chart shown in Section 7 L. of this Contract.

D. Vacation credits may be taken in fifteen (15) minute increments.

E. Employees are authorized to use existing fractional vacation hours that may have been accumulated.

F. Upon termination from State employment, the employee shall be paid for accrued vacation credits for all accrued vacation time.

G. Subject to operational needs, the time when vacation shall be taken by the employee shall not be unreasonably denied. Employee vacation requests shall be submitted and granted or denied in writing in a timely manner. Vacations can only be cancelled when unanticipated operational needs require it.

H. Vacation requests must be submitted in accordance with departmental policies on this subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same vacation time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of State service in the same manner as vacation is accumulated). When two (2) or more employees have the same amount of State service, department seniority will be used to break the tie. Vacation schedules, which have been established in a work unit, pursuant to the seniority provisions in this Article, shall not be affected by employee(s) entering the unit after the schedule has been established.

I. By June 1 of each calendar year those employees whose vacation balance exceeds, or could exceed by December 31, the vacation cap of Section 8.1 J. must submit to their supervisor for approval a plan to use vacation to bring their balance below the cap. If the employee fails to submit a plan, or adhere to an approved plan, the department head or designee has the right to order an employee to take sufficient vacation to reduce the employee's vacation balance or potential balance on December 31 below the cap specified in Section 8.1 J.

J. If an employee does not use all of the vacation that the employee has accrued in a calendar year, the employee may carry over his/her accrued vacation credits to the following calendar year to a maximum of 400 hours. A department head or designee shall permit an employee to carry over more than 400 hours of accrued vacation leave hours if an employee was unable to reduce his/her accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking vacation until December 31 because of sick leave; or (5) was on jury duty.

## **8.2 Sick Leave**

A. As used in this section, "sick leave" means the necessary absence from duty of an employee because of:

1. Illness or injury, including illness or injury relating to pregnancy.
2. Exposure to a contagious disease which is determined by a physician to require absence from work.
3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner.

4. Absence from duty for attendance upon the employee's ill or injured mother, father, husband, wife, son, daughter, brother, or sister, or any person residing in the immediate household. Such absence shall be limited to five (5) workdays per occurrence or, in extraordinary situations, to the time necessary for care until physician or other care can be arranged.

B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall be eligible for up to eight (8) hours of sick leave credit. On the first day of the monthly pay period following completion of each qualifying pay period of service, each full-time employee shall earn eight (8) hours of credit for sick leave with pay.

C. Credit for less than full-time employees shall be computed as follows:

1. Part-time employees. On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee shall be allowed, on a pro rata basis, the fractional part of his/her appropriate accrual rate of credit for sick leave with pay in accordance with the schedule in Section 7 L.

2. Multiple positions under this rule:

a. An employee holding a position in State service in addition to the primary full-time position with the State shall not receive credit for sick leave with pay for service in the additional position;

b. Where an employee holds two (2) or more "less than full-time positions," the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed the amount earned for (8 hours per pay period) full-time employment credit.

D. The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason and may require the employee to submit substantiating evidence including, but not limited to, a physician's or licensed practitioner's verification. The State recognizes the confidential nature of the relationship between the health care provider and patient. However, such substantiation shall include, but not be limited to, the general nature of the employee's illness or injury and prognosis (i.e., the anticipated length of the absence, any restrictions upon return to work that prevent the employee from performing the full range of his/her normal work assignment and anticipated future absences). If the department head or designee does not consider the evidence adequate, the request for sick leave shall be disapproved. Upon request, a denial of sick leave shall be in writing stating the reason for denial.

E. An employee may be required to provide a physician's or licensed practitioner's verification of sick leave when:

1. The employee has a demonstrable pattern of sick leave abuse; or
2. The supervisor believes the absence was for an unauthorized reason.

- F. Sick leave may be accumulated without limit.
- G. Sick leave may be requested and taken in fifteen (15) minute increments.
- H. A full-time employee whose continuity of employment is broken by a permanent separation of six (6) months or longer and is subsequently reemployed cannot be credited with any unused sick leave accumulated prior to the employee's separation and the full-time employee must complete one month of continuous service before being granted one day of sick leave credit. In addition, when a full-time employee has a break in the continuity of employment because of a permanent separation of less than six (6) months or because of a temporary separation, the full-time employee's prior unused sick leave balance is restored.
- I. When an employee's sick leave balance is zero, other leave credits such as vacation, CTO, PLP, personal holiday, or holiday leave may be substituted with the supervisor's approval, and shall not be unreasonably denied.

### **8.3 Bereavement Leave**

- A. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee due to the death of his/her parent, stepparent, spouse, child, grandchild, grandparent, brother, sister, stepchild, or death of any person residing in the immediate household of the employee at the time of death. Such bereavement leave shall be authorized for up to three eight-hour days (24 hours) per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.
- B. A department head or designee shall authorize annual leave, vacation, personal holiday, holiday credit, CTO, or PLP for a permanent full-time or probationary full-time State employee due to the death of his/her mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law. Such leave shall be authorized for up to three regular workdays (24 hours) per fiscal year. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.
- C. If the death of a person as described above requires the employee to travel over 400 miles one way from his/her home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued sick leave. Should additional leave be necessary, the department head or designee may authorize the use of existing leave credits or authorized leave without pay.
- D. Employees may utilize their vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in A. or time required due to the death of other relatives not listed in A. above. Sick leave may be utilized for Bereavement Leave in accordance with the provision of sick leave in Section 8.2.

E. Fractional time base (part-time) employees will be eligible for bereavement leave on pro rata basis, based on the employees' fractional time base. [See chart in Section 7 L in this Contract.]

#### **8.4 Parental Leave**

A. A female permanent employee shall be entitled, upon request, to an unpaid leave of absence for purposes of pregnancy, childbirth, recovery therefrom or care for the newborn child for a period not to exceed one (1) year. The employee shall provide medical substantiation to support her request for pregnancy leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department head or designee.

B. A male spouse or male parent, who is a permanent employee, shall be entitled, upon request, to an unpaid leave of absence for a period not to exceed one (1) year to care for his newborn child. The employee shall provide medical substantiation to support his request for parental leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department head or designee.

C. If the request for parental leave is made more than thirty (30) calendar days after the birth of the child, a permissive unpaid leave of absence may be considered by the department head or designee.

D. During the period of time an employee is on parental leave, he/she shall be allowed to continue their health, dental, and vision benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

#### **8.5 Adoption Leave**

A. A department head or designee shall grant a permanent employee's request for an unpaid leave of absence for the adoption of a child for a period not to exceed one (1) year. The employee may be required to provide substantiation to support the employee's request for adoption leave.

B. During the period of time an employee is on adoption leave, he/she shall be allowed to continue their health, dental, and vision benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

C. Existing leave credits may be used for the purpose of assuming custody of the adopted child.

## 8.6 Union Leave

A. The Union shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (Union leave) for a Union bargaining council representative, steward, or chief job steward. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provisions in this Contract. A Union leave may also be granted during the term of this Contract at the discretion of the affected department head or designee in accordance with the following:

1. The Union leave shall normally be requested on a State approved form fourteen (14) calendar days prior to the date of the leave.
2. A Union leave shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.
3. The Union agrees to reimburse the affected department(s) for the full amount of the affected employee's salary, plus an additional amount equal to 35 percent (35%) of the affected employee's salary, for all the time the employee is off on a Union leave.
4. The affected employee shall have no right to return from a Union leave earlier than the agreed upon date without the approval of the employee's appointing power.
5. Except in emergencies or layoff situations, a Union leave shall not be terminated by the department head or designee prior to the expiration date.
6. Employees on a Union leave shall suffer no loss of compensation or benefits.
7. Whether or not time for a Union leave is counted for merit purposes shall be determined by the State Personnel Board and such determination shall not be grievable or arbitrable.
8. Employees on Union leave under this provision and the Union shall waive any and all claims against the State for Workers' Compensation and Industrial Disability Leave.
9. In the event an employee on a Union leave, as discussed above, files a Workers' Compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on a Union leave, the Union agrees to indemnify and hold harmless the State of California or agencies thereof, from both workers' compensation liability and any costs of legal defense incurred as a result of the filing of the claim.

## 8.7 Unpaid Leave of Absence

A. A department head or designee may grant an unpaid leave of absence for a period not to exceed one (1) year. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence.

B. Except as otherwise provided in subsection C. below, an unpaid leave of absence shall not be granted to any employee who is accepting some other position in State employment; or who is leaving State employment to enter other outside employment; or does not intend to, nor can reasonably be expected to, return to State employment on or before the expiration of the unpaid leave of absence. A leave, so granted, shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.

C. An unpaid leave of absence may be granted for, but not limited to, the following reasons:

1. Union activity;
2. For temporary incapacity due to illness or injury;
3. To be loaned to another governmental agency for performance of a specific assignment;
4. To seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;
5. Education;
6. Research project;
7. Personal or family matters; or
8. Run for public office.

D. Extensions of an unpaid leave of absence may be requested by the employee and may be granted by the department head or designee.

E. A leave of absence shall be terminated by the department head or designee (1) at the expiration of the leave; or (2) prior to the expiration date with written notice at least thirty (30) workdays prior to the effective date of the revocation.

## **8.8 Catastrophic Leave**

Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, personal day, and/or holiday credit) shall be transferred from one or more employees to another employee, in accordance with the departmental policies, under the following conditions:

- A. Sick leave credits cannot be transferred;
- B. When the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's spouse, or child, parent, or spouse's parent;
- C. The receiving employee has exhausted all leave credits;



D. The donations must be a minimum of one (1) hour and thereafter, in whole hour increments and credited as vacation. Special School exempt employees may transfer personal days to another Special School exempt employee in accordance with Section 22.4, Personal Days - Special Schools except that such transferred days shall be credited as personal days;

E. Personal holiday must be transferred in one day increments (Personal holiday donations shall be made pursuant to the donating employee's time base.);

F. Transfer of annual leave, personal leave, vacation, CTO, personal day, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department;

G. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months;

H. Donations shall be made on a form to be supplied by the State, signed by donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor;

I. This section is not subject to the Grievance and Arbitration Article of the Contract.

## **8.9 Catastrophic Leave - Natural Disaster**

Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, vacation, personal leave, annual leave, personal day, and/or holiday credit) shall be transferred from one or more employees to another employee, in accordance with departmental policies, under the following conditions:

A. Sick leave credits cannot be transferred.

B. When the receiving employee faces financial hardship due to the effect of the natural disaster on the employee's principal residence.

C. The receiving employee has exhausted all vacation, annual leave, and CTO credits and resides in one of the counties where a State of Emergency exists as declared by the Governor.

D. The donations must be a minimum of one (1) hour and thereafter, in whole hour increments and credited as vacation. Special School exempt employees may transfer personal days to another Special School exempt employee in accordance with Section 22.4, Personal Days - Special Schools except that such transferred days shall be credited as personal days.

E. Personal holiday must be transferred in one (1) day increments. (Personal holiday donations shall be made pursuant to the donating employee's time base).

F. Transfer of annual leave, vacation, personal leave, CTO, personal day, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.

G. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months.

H. Donations shall be made on a form to be supplied by the State, signed by the donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor.

I. This section is not subject to the Grievance and Arbitration Article of this Contract.

#### **8.10 Release Time for State Civil Service Examinations**

A. Employees who are participating in a State civil service examination shall be granted reasonable time off without loss of compensation to participate in an examination if the examination has been scheduled during his/her normal work hours and the employee has provided reasonable (normally two working days) notice to his/her supervisor. For the purposes of this section, hiring interviews for individuals certified from employment lists, individuals on SROA lists seeking transfers, or individuals seeking transfers in departments where the department head or designee determines the department is in a layoff mode shall be considered part of the examination process. The State shall attempt to accommodate a shift change request from an employee who is scheduled to work a graveyard shift on the day of a State Personnel Board examination.

B. Authorized release time for reasonable travel time to and from the examination site may be granted by the department.

#### **8.11 Release Time for State Personnel Board Hearings**

Upon two (2) working days advance notice, the State shall provide reasonable time off without loss of compensation for a reasonable number of employees to attend hearings conducted by the California State Personnel Board during the employee's normal work hours provided that the employee is either (1) a party to the hearing proceedings, e.g., an appellant, or (2) is specifically affected by the results of the hearing and has been scheduled to appear or testify before the State Personnel Board. The State shall attempt to accommodate a shift change request from an employee involved in (1) or (2) above on the day of a State Personnel Board hearing.

#### **8.12 Leave Credits Upon Transfer in State Service**

All employees shall, upon transfer in State service, transfer with all accumulated vacation, annual leave, personal leave, and sick leave credits.

### **8.13 Court Appearance and/or Subpoenas**

A. Whenever an employee is served with a subpoena which compels his/her presence as a witness, unless he/she is a party or an expert witness, such employee shall be granted a leave of absence with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance.

B. This action shall not be applicable to appearances for which the employee receives compensation in excess of his/her regular pay.

### **8.14 Jury Duty**

A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. Upon receiving notice of jury duty an employee shall immediately provide a copy of the notice to his/her supervisor.

B. If payment is made for such time off, the employee is required to remit to the State jury fees received. If an employee elects to use accrued vacation leave or compensating time off while on jury duty, the employee is not required to remit jury fees. For the purposes of this section, "jury fees" means fees received for jury duty excluding payment for mileage, parking, meals, or other out-of-pocket expenses.

C. For an employee summoned to jury duty during hours other than the employee's regular and customary shift, management will endeavor to temporarily reassign the employee to a work shift that more closely coincides with the hours the employee is required to serve on jury duty, including any necessary travel time, subject to the following:

1. The department already maintains an appropriate work shift that utilizes the employee's classification; and
2. The operational needs of the department permit such reassignment.

D. An employee shall be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as grand jury. If approved by the department, paragraphs B. and C. apply.

E. For the purpose of this section, an employee summoned to jury duty may be required to adjust their work shift to an eight (8) hour schedule.

F. An employee summoned to jury duty who does not serve for a full day or who is placed on "on-call" status shall return to work to complete his/her scheduled workday if reasonable time remains for such return. An employee may not be required to report back to work if he/she feels there is not reasonably enough time left in the workday and if the employee's supervisor concurs. Concurrence will not be unreasonably withheld.

### **8.15 Personal Leave Program**

A. Personal Leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use Personal Leave must be submitted in accordance with departmental policies on vacation or annual leave. Employees may not be required to use Personal Leave credits.

B. At the discretion of the State, all or a portion of unused Personal Leave credits may be cashed out at the employee's salary rate at the time the Personal Leave payment is made. It is understood by both parties that the application of this cash-out provision may differ from department to department and from employee to employee. Departments shall consider an employee's request to retain leave credits for future use rather than have the leave cashed out. Upon termination from State employment, the employee shall be paid for unused Personal Leave credits in the same manner as vacation or annual leave. Cash-out or lump-sum payment for any Personal Leave credits shall not be considered as "compensation" for purposes of retirement. If funds become available for the Personal Leave Program, departments will offer employees the opportunity to cash out accrued Personal Leave.

C. If any dispute arises about this Personal Leave section, an employee may file a grievance and the decision reached at Step 4 (Department of Personnel Administration) of the grievance procedure shall be final and not subject to the arbitration clause of this agreement.

D. Personal Leave credits shall not be counted towards the 1,734/1,934 hours of compensation for Special School employees subject to the State Special Schools 10-Month Compensation Agreement.

### **8.16 Family Medical Leave Act (FMLA)**

A. The State acknowledges its commitment to comply with the spirit and intent of the leave entitlement provided by the FMLA and the California Family Rights Act (CFRA) referred to collectively as "FMLA." The State and the Union recognize that on occasion it will be necessary for employees of the State to take job-protected leave for reasons consistent with the FMLA. As defined by the FMLA, reasons for an FMLA leave may include an employee's serious health condition, for the care of a child, spouse, or parent who has a serious health condition, and/or for the birth or adoption of a child.

B. For the purposes of providing the FMLA benefits the following definitions shall apply:

1. An eligible employee means an employee who meets the eligibility criteria set forth in the FMLA;
2. An employee's child means any child, regardless of age, who is affected by a serious health condition as defined by the FMLA and is incapable of self care. "Care" as provided in this section applies to the individual with the covered health condition;

3. An employee's parent means a parent or an individual standing in loco parentis as set forth in the FMLA;

4. Leave may include paid sick leave, vacation, annual leave, personal leave, catastrophic leave, holiday credit, excess hours, and unpaid leave. In accordance with the FMLA, an employee shall not be required to use CTO credits, unless otherwise specified by Section 8.8 of this Contract.

a. FMLA absences due to illness and/or injury of the employee or eligible family member, may be covered with the employee's available sick leave credits and catastrophic leave donations. Catastrophic leave eligibility and sick leave credit usage for a FMLA leave will be administered in accordance with Section 8.8 and 8.2 of this Contract.

b. Other leave may be substituted for the FMLA absence due to illness and/or injury, at the employee's discretion. An employee shall not be required to exhaust all paid leave, before choosing unpaid leave, unless otherwise required by Section 8.8 of this Contract.

c. FMLA absences for reasons other than illness and/or injury (i.e., adoption or care of an eligible family member), may be covered with leave credits, other than sick leave, including unpaid leave, at the employee's discretion. Except in accordance with Section 8.8 of this Contract, an employee shall not be required to exhaust all leave credits available before choosing unpaid leave to cover an FMLA absence.

C. An eligible employee shall be entitled to a maximum of twelve (12) workweeks (480 hours) FMLA leave per defined year and all other rights set forth in the FMLA. This entitlement shall be administered in concert with the other leave provisions in Article 8 of this Contract. Nothing in this Contract should be construed to allow the State to provide less than that provided by the FMLA.

D. An eligible employee shall provide certification of the need for an FMLA leave. Additional certification may be requested if the department head or designee has reasonable cause to believe the employee's condition or eligibility for FMLA leave has changed. The reasons for the additional certification request shall be provided to the employee in writing.

E. FMLA leave shall be recorded in accordance with the 12-month "rolling backward" year. A "rolling" 12-month period is measured backward from the date the employee uses any FMLA leave. Each time an employee takes an FMLA leave, the remaining leave entitlement is any balance of the twelve (12) workweeks that has not been used during the preceding twelve (12) months.

F. An employee on FMLA leave has a right to be restored to his/her same or "equivalent" position (FMLA) or to a "comparable" position (CFRA) with equivalent pay, benefits, and other terms and conditions of employment.

G. For the purposes of computing seniority, employees on paid FMLA leave will accrue seniority credit in accordance with the Department of Personnel Administration Rules 599.608 and 599.609.

H. Any appeals regarding an FMLA decision should be directed to the department head or designee. FMLA is a Federal law and administered and enforced by the Department of Labor, Employment Standards Administration, Wage and Hour Division. The State's CFRA is a State law which is administered and enforced by Department of Fair Employment and Housing. FMLA/CFRA does not supersede any Article of this Contract which provides greater family and medical leave rights. This section is not subject to grievance or arbitration.

## **ARTICLE 9 - HEALTH AND WELFARE**

### **9.1 Health Benefit Plans**

#### **A. Health Program Description**

##### **1. Contribution Amounts**

a. From July 1, 1999 to December 31, 1999, the State agrees to pay the following contribution for health benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by PERS.

(1) The State shall pay \$174 per month for coverage on an eligible employee.

(2) The State shall pay \$332 per month for coverage of an eligible employee plus one dependent.

(3) The State shall pay \$432 per month for coverage of an employee plus two or more dependents.

b. From January 1, 2000 to June 30, 2001, the State agrees to pay the following contribution for health benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by PERS.

(1) The State shall pay \$174 per month for coverage on an eligible employee.

(2) The State shall pay \$346 per month for coverage of an eligible employee plus one dependent.

(3) The State shall pay \$452 per month for coverage of an employee plus two or more dependents.

c. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases. One method to control premiums would be to incorporate higher co-payments into the health plans as soon as possible. Any premium savings that

result from these co-payment changes will be used to offset employee out-of-pocket premium costs.

## B. Health Benefits Eligibility

### 1. Employee Eligibility

a. For purposes of this section, "eligible employee" shall be defined by the Public Employees' Medical and Hospital Care Act.

#### b. Permanent Intermittent Employees

(1) Initial Eligibility - A permanent intermittent employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. For purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within 60 days from the end of the qualifying control period.

(2) Continuing Eligibility - To continue health benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods.

### 2. Family Member Eligibility

For purposes of this section, "eligible family member" shall be defined by the Public Employees' Medical and Hospital Care Act.

### 3. Technical Clean Up To Health Benefit Vesting Language

The Union agrees to support legislation to amend Section 22825.3 to read as follows:

a. 22825.3 Notwithstanding Sections 22825, 22825.1, and 22825.2 State employees who become State members of the Public Employees' Retirement System after January 1, 1989, and who are included in the definition of State employee in subdivision c. of Section 3513 shall not receive any portion of the employer's contribution payable for annuitants, pursuant to Section 22825.1, unless these employees are credited with 10 years of State service as defined by this section, at the time of retirement.

b. Notwithstanding Sections 22825, 22825.1 and 22825.2, a State employee who became a State member of the Public Employees' Retirement System after January 1, 1990, and is either (1) excluded from the definition of State employee in subdivision c. of Section 3513; or (2) a non-elected officer or employee of the executive branch of government who is not a member of the civil service, shall not receive any portion of the employer's

contribution payable for annuitants, pursuant to Section 22825.1, unless the employee is credited with 10 years of State service as defined by this section, at the time of retirement.

c. The percentage of employer contribution payable for post-retirement health benefits for an employee subject to this section shall be based on the member's completed years of State service at retirement as shown in the following table:

<b>CREDITED YEARS SERVICE</b>	<b>PERCENTAGE OF EMPLOYER CONTRIBUTION</b>
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20	100

d. This section shall only apply to state employees who retire for service.

e. Benefits provided to an employee subject to this shall be applicable to all future State service.

f. For purposes of this section, "State service" shall mean service rendered as an employee or an appointed or elected officer of the State for compensation. In those cases where the State assumes or has assumed from a public agency a function and the related personnel, service rendered by that personnel for compensation as employees or appointed or elected officers of that local public agency shall not be credited, at retirement, as State service for the purposes of this section, unless the former employer has paid or agreed to pay the State agency the amount actuarially determined to equal the cost for any employee health benefits which were vested at the time that the function and the related personnel were assumed by the State. For non-contracting local public agencies the State department shall certify the completed years of local agency service to be credited to the employee to the Public Employees' Retirement System at the time of separation for retirement.



g. Whenever the State contracts to assume a local public agency function, completed years of service rendered by the personnel for compensation as employees or appointed or elected officers of the local public agency shall be credited as State service only upon a finding by the Department of Finance that the contract contains a benefit factor sufficient to reimburse the State for the amount necessary to fully compensate the State for post-retirement health benefit costs for those personnel.

h. This section shall not apply to employees of the California State University or the Legislature.

## **9.2 Dental Benefit Plans**

### **A. Contribution Amounts**

1. From July 1, 1999 to July 31, 1999, the State agrees to pay the following contribution for dental benefits. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by the Department of Personnel Administration.
  - a. The State shall pay \$23.97 per month for coverage of an eligible employee.
  - b. The State shall pay \$43.41 per month for coverage of an eligible employee plus one dependent.
  - c. The State shall pay \$63.54 per month for coverage of an eligible employee plus two dependents.
2. From August 1, 1999 to June 30, 2001, the State agrees to pay the following contributions for dental benefits. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by the Department of Personnel Administration.
  - a. The State shall pay \$30.70 per month for coverage of an eligible employee.
  - b. The State shall pay \$55.60 per month for coverage of an eligible employee plus one dependent.
  - c. The State shall pay \$81.38 per month for coverage of an eligible employee plus two or more dependents.
3. The employee will pay any premium amount for the dental plan in excess of the State's contribution, except that the employee's share of the cost shall not exceed 25 percent (25%) of the total premium.
4. The State agrees that \$214,455.37 of the money remaining in the Delta Dental Surplus Account shall be applied to the employees' share of any rate increases incurred in the dental indemnity program during the plan year ending December 31, 1999. If no rate increase occurs, then said amount shall be applied to the employees' share of any dental benefit rate increase occurring during the plan year ending December 31,

2000. The Union agrees that this is a full and final settlement and release of all known and all unknown disputes, claims, injuries, debts, or damages relating to Delta Dental premiums deducted under the terms of the 1992-1995 collective bargaining agreement.

B. Employee Eligibility

Employee eligibility for dental benefits will be the same as that prescribed for health benefits under Section 9.1 B.1.

C. Family Member Eligibility

Family member eligibility for dental benefits will be the same as that prescribed for health benefits under Section 9.1 B.2.

D. Coverage During First 24 Months of Employment

Employees appointed into State service on or after January 1, 1993, and who meet the above eligibility criteria, will not be eligible for enrollment in the State sponsored fee-for-service plan until they have completed twenty-four (24) consecutive months of employment without a permanent break in service. However, if no alternative plan or prepaid plan is available within a 50-mile radius of the employee's residence, the employee will be allowed to enroll in the fee-for-service plan.

**9.3 Vision Benefit Plan**

A. Program Description

The employer agrees to provide a vision benefit to eligible employees and dependents. The vision benefit provided by the State shall have an employee co-payment of \$10 for the comprehensive annual eye examination and \$25 for materials.

B. Employee Eligibility

Employee eligibility for vision benefits will be the same as that prescribed for health benefits under Section 9.1 B.1.

C. Family Member Eligibility

Family member eligibility for vision benefits will be the same as that prescribed for health benefits under Section 9.1 B.2.

**9.4 Rural Subsidy Program**

Effective January 1, 2000, the State shall establish a rural subsidy program for Bargaining Unit 4 members, which may be administered in conjunction with a similar program for State employees in other bargaining units, for excluded employees, and for annuitants. The Department of Personnel Administration shall administer any fund involving Bargaining Unit 4 members.

A. The program shall operate in the following fashion:

1. The State shall contribute \$1,500 per year on behalf of each bargaining unit member (employee) who lives in a defined rural area, as more definitely described in Government Code Section 22825.01.
  - a. For Bargaining Unit 4 members, because a substantial number of them are seasonal employees, payments shall be on a monthly basis.
  - b. For permanent employees, as in the "Medical Reimbursement Account" situation, the employee does not have to wait for reimbursement of covered medical expenses until the full amount has been deposited.
2. As to any employee who enters State service or leaves State service during a fiscal year, contributions for such employee shall be made on a pro rata basis. A similar computation shall be used for anyone entering or leaving the bargaining unit (e.g., promotion in midfiscal year).
3. The money shall be available for use as defined in Government Code Section 22825.01.
4. Pursuant to that bill, a Rural Healthcare Equity Trust Fund(s) (hereafter Fund) will be established with a separate account for Bargaining Unit 4 members, as one of several similar accounts.
5. Each Unit 4 employee shall be able to utilize up to \$1,500 per year, pursuant to said bill, but with the exceptions for greater utilization hereafter noted. The pro rata limitation pursuant to paragraph 2. is applicable here.
6. If an employee does not utilize the complete \$1,500 pursuant to the procedures and limitations described in the bill, then the unused monies shall be put in a "same year pool." That same year pool shall be utilized to pay those who have incurred health care expenses in excess of the \$1,500, but again according to the procedures and limitations in the attached bill. The monies in the same year pool would be distributed at the end, or even soon after, each fiscal year to that group of employees who had expenses in excess of \$1,500 in the relevant fiscal year. Those monies shall be distributed on a *pro tanto* (*pro rata*) basis.
  - a. Any employee not in Bargaining Unit 4 all year shall receive credit under this paragraph 6. utilizing the same pro rata formula as in paragraph 2. above.
  - b. If an employee is entitled to less than \$25 under this paragraph 6., the money shall instead go into next year's fund pursuant to paragraph 6. hereafter.
7. If monies still remain after a distribution to such employees (i.e., all employees who spent more than \$1,500 as provided in the bill were completely reimbursed), then those surplus monies shall be rolled over into the next fiscal year's funds available for distribution to employees whose expenses pursuant to the bill exceed \$1,500 in such subsequent year. Similar "rollovers" would occur in any years where all employees

were completely reimbursed (or had payments made on their behalf) pursuant to the bill and monies still remained in the pool.

8. Beyond the text of the bill, the parties will structure and administer the fund accordance with all applicable IRS and other regulatory statutes and rules.

9. Interest earned from the fund(s), shall be used to offset administrative costs.

10. Notwithstanding the above, if the IRS shall determine that the above benefit violates its statutes or rules (e.g., the payments by the State employer are taxable), then the above provisions shall be of no further force and effect. The parties will negotiate under the Dills Act for a replacement benefit, which shall be "cost neutral" to the employer.

## **9.5 Employee Assistance Program**

A. The State recognizes that alcohol, nicotine, drug abuse, and stress may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems, the State may offer referral to treatment for alcohol, nicotine, drug, and stress related problems such as marital, family, emotional, financial, medical, legal, or other personal problems. The intent of this section is to assist an employee's voluntary efforts to treat alcoholism, nicotine use, or a drug-related or a stress-related problem.

B. Each department head or designee shall designate an Employee Assistance Program Coordinator who shall arrange for programs to implement this section. Employees who are referred to an Employee Assistance Program Coordinator will be referred by the appropriate management personnel. An employee undergoing alcohol, nicotine, drug, or mental health treatment, upon approval, may use accrued sick leave credits, CTO, vacation, and holiday credits for such a purpose. Leave of absences without pay may be granted by the department head or designee upon the recommendation of the Employee Assistance Program Coordinator if all sick leave, holiday credits, vacation, and compensating time off have been exhausted, and the employee is not eligible to use Industrial Disability Leave or Non-Industrial Disability Insurance. A list of all Employee Assistance Program Coordinators and a telephone number to contact the appropriate coordinator shall be furnished to the Union within a timely manner after the execution of this Contract. Changes to such lists and phone numbers shall be promptly furnished to the Union when such changes occur.

C. The records concerning an employee's referral and/or treatment shall be kept confidential. No manager, supervisor, department director, or coordinator shall disclose the nature of the employee's treatment or the reason for employee's leave of absence. Records of such referrals shall not be kept in the employee's personnel file.

D. Upon request by the Union, a department which has an internal Employee Assistance Program for its employees will meet to discuss concerns presented by the Union regarding the administration of the program.

## **9.6 Pre-Tax of Health and Dental Premiums Costs**

Employees who are enrolled in any health and/or dental plan which requires a portion of the premium to be paid by the employee, will automatically have their out-of-pocket premium costs taken out of their paycheck before Federal, State, and social security taxes are deducted. Employees who choose not to have their out-of-pocket costs pretaxed, must make an election not to participate in this benefit.

## **9.7 Pre-retirement Death Continuation of Benefits**

A. The Union agrees to support legislation that would add Government Code Section 19849.15.

1. 19849.15 Notwithstanding Government Code Section 22777, the State employer shall, upon the death of an employee while in State service, continue to pay employer contributions for health, dental, and vision benefits for a period not to exceed 120 days beginning in the month of the employee's death. The surviving spouse, if any, shall be advised of all rights and obligations during this period regarding the continuation of health and dental benefits as an annuitant by the California Public Employees' Retirement System. The surviving spouse or eligible family member shall also be notified by the department during this period regarding COBRA rights for the continuation of vision benefits. This section shall apply to represented State employees in bargaining units that have agreed to this provision.

## **9.8 Joint Union/Management Benefits Advisory Committee**

A. The State and the Union agree to establish a Joint Union/Management Benefits Advisory Committee to review benefits and to make recommendations on cost containment. This committee shall meet, at least, quarterly. Topics may include, but are not limited to, eligibility, cost containment, number and quality of benefits provided, competitiveness among providers, and standardization of benefit design, utilization, promotion, and cost, wellness and health promotion. This committee shall be advisory in nature.

B. The committee shall be comprised of an equal number of Union and management representatives, the total number to be determined by the Department of Personnel Administration. The committee shall be co-chaired by a labor and management member.

C. Union members on the committee shall serve without loss of compensation. All other expenses shall be the responsibility of each party participating on this committee.

D. The Department of Personnel Administration will provide necessary staff to support the committee.

## **9.9 Presumptive Illness**

When required by Cal/OSHA provisions, the State shall provide medical examinations for employees working in occupations which expose them to health risks. Examinations shall be in accordance with Cal/OSHA regulations.

## **9.10 Employee Injury on the Job**

A. In the event a disabling injury occurs to an employee while on the job, the State agrees to furnish prompt and appropriate transportation to the nearest physician or hospital. If circumstances permit, the employee's personal choice of physician will be utilized. Employees may submit, in writing, their choice of personal physician to be utilized in the event of an injury on the job.

B. An employee who is directed by his/her supervisor to accompany or transport an injured employee to a physician or medical facility shall suffer no loss of compensation for the time spent.

C. If the treating physician advises the injured employee to go home or the employee is admitted and remains in a hospital or clinic for treatment, the employee shall be paid for his/her full shift.

D. The State shall not use the Department of Industrial Relations Rating Bureau's Advisory Rating form as the vehicle to justify removing a worker from his/her normal work assignments.

## **9.11 Employee Injury or Disability**

Employees shall be eligible for Industrial and Non-Industrial Disability Leave as provided in Government Code Sections 19869 through 19885, except as provided in Section 9.12 (Non-Industrial Disability Insurance) and Section 9.17 (Industrial Disability Leave).

## **9.12 Non-Industrial Disability Insurance**

A. Non-Industrial Disability Insurance (NDI) is a program for State employees who become disabled due to non-work related disabilities as defined by Section 2626 of the Unemployment Insurance Code.

B. For periods of disability commencing on or after October 1, 1984, eligible employees shall receive NDI payments at 60 percent (60%) of their full pay, not to exceed \$135 per week, payable monthly for a period not exceeding twenty-six (26) weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive workdays. Paid leave shall not be used to cover the ten (10) workdays.

C. The employee shall serve a ten (10) consecutive calendar day waiting period before NDI payments commence for each disability. Accrued vacation or sick leave balances may be used to cover this waiting period. The waiting period may

be waived when the employee is a registered bed patient in a hospital or nursing home, or receives treatment in a hospital or surgical unit or licensed surgical clinic. Procedure rooms and doctor's offices are not included.

D. If the employee elects to use vacation, annual leave, personal leave, or sick leave credits prior to receiving NDI payments, he/she is not required to exhaust the accrued leave balance.

E. Following the start of NDI payments, an employee may, at any time, switch from NDI to sick leave, vacation leave, annual leave, personal leave, or catastrophic leave but may not return to NDI until that leave is exhausted.

F. In accordance with the State's "return to work" policy, an employee who is eligible to receive NDI benefits and who is medically certified as unable to return to full-time work during the period of his or her disability, may upon the discretion of his or her appointing power work those hours (in hour increments) which, when combined with the NDI benefit, will not exceed 100 percent (100%) of their regular "full pay." This does not qualify the employee for a new disability period under B. of this section. The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his/her position.

G. If an employee refuses to return to work in a position offered by the employer under the State's Injured State Worker Assistance Program, NDI benefits will be terminated effective the date of the offer.

H. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the eighteen (18) monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for NDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.

I. All other applicable Department of Personnel Administration laws and regulations not superseded by these provisions will remain in effect.

J. Upon approval of NDI benefits, the State may issue an employee a salary advance if the employee so requests.

K. All appeals of a denial of an employee's NDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights, which are not related to the denial of an individual's benefits.

### **9.13 Enhanced Industrial Disability Leave (EIDL)**

A. An employee working in the Department of Corrections or in the Department of the Youth Authority who loses the ability to work for more than twenty-two (22)

workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for financial augmentation to the existing Industrial Disability Leave benefits. Such injury must have been directly and specifically caused by an assault by an inmate, ward, or parolee.

B. An employee working in the Departments of Developmental Services, Mental Health, or Veterans Affairs who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for a financial augmentation to the existing Industrial Disability Leave benefits. Such injury must have been directly and specifically caused by an assault by a resident, patient, client, or member.

C. The EIDL benefits will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury. EIDL eligibility and benefits may continue for no longer than one year after the date of occurrence of injury. For the purposes of this section, "net salary" is defined as the amount of salary received after Federal income tax, State income tax, and the employee's retirement contribution have been deducted from the employee's gross salary. The EIDL benefit will continue to be subject to miscellaneous payroll deductions.

D. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to the assault, as determined by the department director or designee. This benefit shall not be applied to either presumptive, stress-related disabilities, or physical disability having mental origin.

E. The final decision as to whether an employee is eligible for, or continues to be eligible for EIDL, shall rest with the department director or designee. The department may periodically review the employee's condition by any means necessary to determine an employee's continued eligibility for EIDL.

F. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.

G. This section relating to EIDL will not be subject to the arbitration procedure of this Contract.

#### **9.14 FlexElect Program**

A. The State agrees to provide a flexible benefits program (FlexElect) under Internal Revenue Code Section 125 and related Sections 105(b), 129, and 213(d). All participants in the FlexElect Program shall be subject to all applicable Federal statutes and related administrative provisions adopted by the Department of Personnel Administration. All eligible employees must have a permanent appointment with a time base of half time or more and have permanent status, or if limited-term or temporary authorized (TAU) position, must have mandatory return rights to a permanent position.

B. Employees who meet the eligibility criteria stated in subsection A. above, will also be eligible to enroll in a Medical Reimbursement and/or Dependent Care Reimbursement account under the FlexElect Program.



C. The State shall continue its current practice on a cash option in the FlexElect Program.

D. Permanent Intermittent employees are eligible to participate in the FlexElect Program as described in Article 18 of this Contract.

### **9.15 Long-Term Care Insurance Plan**

A. Employees are eligible to enroll in any long-term care insurance plan sponsored by the Department of Personnel Administration. The employee's spouse, parents, and the spouse's parents are also eligible to enroll in the plan, subject to the underwriting criteria specified in the plan.

B. The long-term care insurance premiums and the administrative cost to the Department of Personnel Administration and the State Controller's Office shall be fully paid by the employee and are subject to payroll deductions.

### **9.16 Temporary Disabled Employees**

A. When an employee claims temporary disability from performing his/her usual and customary duties, and requests modified duties, the State may require medical substantiation of the condition.

B. Consistent with the State's Reasonable Accommodation Policy, the State shall attempt to provide alternative duties within the individual's medical restrictions and classification, dependent on availability of work and funding.

C. Any disputes arising out of this section may only be appealed through the State Personnel Board's Reasonable Accommodation Appeals Process. This section is not subject to the grievance and arbitration procedure of this Contract.

### **9.17 Industrial Disability Leave**

A. For periods of disability commencing on or after January 1, 1993, subject to Government Code Section 19875, eligible employees shall receive IDL payments equivalent to full net pay for the first twenty-two (22) workdays after the date of the reported injury.

B. In the event that the disability exceeds twenty-two (22) workdays, the employee will receive 66 and 2/3 percent of gross pay from the twenty-third (23<sup>rd</sup>) workday of disability until the end of the fifty-second (52<sup>nd</sup>) week of disability. No IDL or payments shall be allowed after two (2) years from the first day (i.e., date) of disability.

C. The employee may elect to supplement payment from the twenty-third (23<sup>rd</sup>) workday with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to approximate the employee's full net pay. Partial supplementation will be allowed, but fractions of less than one (1) hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it

may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.

D. Temporary Disability (TD) with supplementation, as provided for in Government Code Section 19863, will no longer be available to any State employee who is a member of either the PERS or STRS retirement system during the first fifty-two (52) weeks, after the first date of disability, within a two (2)-year period. Any employee who is already receiving disability payments on the effective date of this provision will be notified and given thirty (30) days to make a voluntary, but irrevocable, change to the new benefit for the remainder of his/her eligibility for IDL.

E. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive Temporary Disability benefits as provided for in Government Code Section 19863.

F. In the event that an employee is determined to be "permanent and stationary" by his/her physician before the IDL benefit is exhausted, but is unable to return to work, he/she must agree to participate in a vocational rehabilitation program. Refusing to participate will result in immediate suspension of the IDL benefit.

G. All appeals of an employee's denial of IDL benefits shall only follow the procedures in the Government Code and Title 2. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.

#### **9.18 Group Legal Service Plan**

The State of California agrees to contract for an employee-paid group legal services plan. The plan will emphasize a choice of providers and access to legal services. The plan shall be offered on a voluntary, after-tax payroll deduction basis, and any costs associated with administering the plan shall be paid by the participating employees through a service charge.

#### **9.19 Caltrans Life Insurance**

A. In addition to the worker's compensation death benefit provisions of Labor Code Section 4702 and the approximate \$15,000 State death benefit provided Unit 4 employees, the Department of Transportation agrees to pay \$50,000 to the designated beneficiary of any Caltrans Unit 4 employee who is killed while assigned State duties in State highway right-of-way under the following conditions:

1. The employee is hit by any motor vehicle, or part thereof, being operated in the right-of-way, and
2. Payment of the worker's compensation job-related death benefit is not denied because of an affirmative defense by the employer as specified in Labor Code Section 5705. Caltrans will investigate each work-related death and determine if the qualifying conditions were satisfied before

paying the \$50,000 to the deceased employee's designated beneficiary. Payment shall only be made if all of the qualifying criteria contained in this Section are satisfied. In accordance with existing law, a copy of the investigation report will be provided to the Union upon request.

In the event of a dispute regarding appropriate designated beneficiaries, the Caltrans Life Insurance benefit will not be paid until the disputants legally verify that they have settled their dispute or a court of competent jurisdiction resolves the matter for them.

## **ARTICLE 10 - HEALTH AND SAFETY**

### **10.1 Health and Safety Commitment**

The State is committed to providing a safe and healthy work place for State employees. The Union supports a positive and strong health and safety program and shall cooperate with the State's efforts in this regard.

### **10.2 Health and Safety Committees**

A. The parties agree that Joint Union/Management Health and Safety Committees are appropriate. At the Union's request, each department shall establish at least one Joint Union/Management Health and Safety Committee.

B. At the Union's request, the State may establish local work site Joint Union/Management Health and Safety Committees consisting of an equal number of Union and management representatives to address specific areas of concern.

These committees shall meet, at least, quarterly unless there is a mutual agreement between a department and the Union to meet on a different schedule. These committees shall meet for the purpose of discussing health and safety problems, recommending appropriate actions on health and safety issues such as, but not limited to, indoor air quality, safety promotion, cumulative trauma disorders, employees safety training, preventing neck and back injuries, record keeping, and how to encourage employees to be more conscious of safety.

C. Employees appointed to serve on the committee shall serve without loss of compensation.

D. To the extent permitted by law, and upon request, copies of employee occupation injury reports will be furnished to the appropriate Joint Union/Management Health and Safety Committee and shall remain confidential.

E. The parties agree that training on domestic violence, workplace security, rape prevention, and assaultive behavior are appropriate subjects for high priority consideration by the Joint Union/Management Health and Safety Committee.

### **10.3 Occupational Hazards**

When an employee in good faith believes that he/she is being required to work where an immediate and recognizable threat to his/her health and safety exists, he/she will so notify his/her supervisor. The supervisor will immediately investigate the situation and either direct the employee to perform some other task away from the occupational hazard(s) or proclaim the area safe and direct the employee to proceed with his/her assigned duties. This direction shall normally be after consulting with higher level supervisory or management staff. If the Union or the employee still believes the unsafe condition(s) exist, the Union or the employee may file a grievance alleging a violation of this section in accordance with the Health and Safety grievance procedure.

### **10.4 Injury and Illness Prevention Programs**

A. Each department shall establish, implement, and maintain an Injury and Illness Prevention Program. The program shall be in writing and distributed and/or made available to all employees.

B. If any dispute arises with regard to this section, an employee may file a grievance. The decision reached at Step 4 (Department of Personnel Administration) of the grievance procedure shall be final.

### **10.5 Emergency Evacuation Procedures**

A. Each department shall establish, implement, and maintain an emergency evacuation procedure. The program shall be in writing and distributed and/or made available to all employees.

B. If any dispute arises with regard to this section, an employee may file a grievance. The decision reached at Step 4 (Department of Personnel Administration) of the grievance procedure shall be final.

### **10.6 Safety Equipment**

Safety equipment required by the State shall be provided to employees covered by this Contract by the employer.

A. Such equipment may include safety devices, wearing apparel and other equipment for the protection and safety of employees in the conduct of their assigned duties.

B. The State shall provide training in the use of safety equipment required in the performance of the job.

C. Employees may request additional safety equipment if they feel it may add to their overall safety.

D. Equipment damaged or lost, due to the negligence of the employee, shall be replaced by the employee at his/her expense.

## **10.7 Protective Clothing**

A. When the State requires protective clothing to be worn, the State shall provide the protective clothing. Employees or the Union may request the issuance of protective clothing.

B. "Protective Clothing" means attire that is worn over, or in place of, regular clothing and is necessary to protect the employees' clothing from damage or stains which would be present in the normal performance of their duties. Protective clothing provided pursuant to this Contract is State-owned or leased property which will be maintained by the State. Damaged protective clothing, due to the negligence of the employee, shall be replaced by the employee at his/her expense.

## **10.8 Medical Monitoring**

Medical monitoring programs shall be discussed by the appropriate departmental Joint Union/Management Health and Safety Committee(s) and they will take into account the status of current technology and scientific recommendations for such programs, and the need for specified departmental programs.

## **10.9 Hazardous Materials**

A. Upon request of the Union or an employee, the State shall provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance in use at the place of employment, which has been supplied to the employer by the manufacturer, producer, or seller.

If not provided by the manufacturer, producer, or seller, the State shall prepare a written request asking that the MSDS be sent.

B. In accordance with departmental policies, an employee will receive training in the use of hazardous substances where the following conditions exist:

1. The manufacturer is required under Labor Code Section 6390 to provide a MSDS;
2. The employee is required to use/handle the substance; or
3. It is necessary to update or otherwise train an employee in its use.

## **10.10 Employee Restroom Facilities**

To the extent possible, where both male and female employees are employed at a permanent work site, the State will provide separate restroom facilities which are also separate from those facilities provided to inmates, wards, residents, patients, members, and students.

## **10.11 Access to Work Areas 24 Hours**

A. Upon request, employees in twenty-four (24)-hour Facilities/Institutions who need keys will be provided keys.

B. Keys may not be provided due to special circumstances, such as safety or security reasons. In those instances, management will ensure employees have access to and egress from their work areas during their normal work hours.

#### **10.12 Personal Alarms**

A. The departments having twenty-four (24)-hour institutions shall keep the Union informed, upon request, of the progress of personal alarms being tested, manufactured, or being considered for use within said institutions. The State shall meet with a Union representative before the devices are provided to employees.

B. Any institution currently providing such personal alarm devices will continue to do so.

#### **10.13 Referral of Assault/Battery**

A. The State shall refer all cases involving a ward/inmate assault and/or battery, as defined by existing laws, on an employee to the appropriate prosecuting authority.

B. The State shall report all cases involving a toll patron assault and/or battery, as defined by existing laws, on a toll collector to the appropriate police agency.

#### **10.14 Computer Work Stations**

A. In order to provide a safe and healthy workplace for its employees, the State agrees to order computer equipment wherever possible in accordance with the recommendations made by the Joint Union/Management Video Display Terminal Committee Report.

B. The State shall provide instruction in the proper operation and adjustment of computers and workstation equipment. Both parties will encourage employees to properly use computer equipment. The State shall maintain the Computer User's Handbook which will be available to all departments for training purposes.

C. The State shall take action as it deems necessary to make the following equipment available to all employees that use computers:

1. Glare screens;
2. Document holders;
3. Adjustable chairs;
4. Adjustable keyboards, computer tables and supports;
5. Foot and wrist rests.

Additionally, the State shall take action as it deems necessary to mitigate glare from the workplace, such as, rearrangements of the work stations to avoid glare on terminal screens from windows and ceiling luminaries, or providing other measures to reduce the glare from light sources.

D. Upon request by the Union, the State agrees to meet to review any revisions or additions to the State's ergonomic guidelines for computer equipment.

#### **10.15 Assaultive Behavior**

The State will endeavor to provide training to all employees at risk of assault on how to defuse potentially violent situations and verbal confrontations.

#### **10.16 Workplace Violence Prevention**

A. In order to provide a safe and healthy workplace for employees, the State agrees to meet with the Union to develop and implement "Workplace Violence Prevention" policies and programs.

B. The State agrees to meet with the Union to develop a model Workplace Violence Prevention Program and make the program available to all departments.

C. The State agrees to provide training on procedures for preventing workplace violence and the Union will encourage employees to use these procedures.

D. Those Workplace Violence Prevention Programs and policies which have been adopted by departments and that meet the mutually agreed upon model program criteria to be established in subparagraph B. above will remain in effect during the term of this Contract.

#### **10.17 Independent Medical Examinations**

A. Whenever the State believes that an employee, due to an illness or injury, is unable to perform his/her normal work duties, the State may require the employee to submit to an independent medical examination at State expense. The medical examination will be separate of any medical services provided under the State's Workers' Compensation Program.

B. The purpose of such independent medical evaluations are not to determine the degree of disability the employee has suffered, but rather as to whether illness or injuries sustained restrict the employee from performing the full range of his/her normal work assignment.

C. If the State, after the independent medical examination, determines that the employee cannot perform his/her normal work assignments, the State shall give the employee the opportunity to challenge the State's medical evaluation by supplying his/her personal medical evaluations to dispute the State's findings.

#### **10.18 Infectious Disease Control**

A. The State shall provide all employees in twenty-four (24)-hour institutions in-service training on infectious disease control. New employees, and current employees who have not received training, shall be provided training on infectious disease control.

B. Training shall be provided for employees in the Departments of Health Services, Industrial Relations, Developmental Services, Mental Health, Rehabilitation, and the California Environmental Protection Agency whose laboratory, research, testing, or regulatory duties may expose them to infectious diseases.

C. When an outbreak of infectious, contagious, or communicable diseases/conditions is known, the State shall notify potentially exposed employees at the work site.

D. Infectious Disease Control Training shall include, but not be limited, to blood borne and air borne diseases.

E. The State shall utilize the best guidelines available. Examples of guidelines may include the use of the Joint Advisory Notices issued by the Center for Disease Control. For licensed hospitals, such training shall be consistent with the California Code of Regulations.

#### **10.19 Precautions Against Exposure to the HIV Virus and Hepatitis B**

A. The Department of Corrections (CDC), Youth Authority (CYA), Mental Health (DMH), Veterans Affairs (DVA), and Developmental Services (DDS) shall utilize the best guidelines identified for the housing, control and treatment of inmates, wards, clients, and patients to ensure the protection of staff from exposure to contagious/infectious disease. Examples of guidelines the departments may use are the Joint Advisory Notice issued by the Department of Labor, Department of Human Services, and guidelines issued by the Center for Disease Control.

B. CDC, CYA, DMH, DVA, and DDS shall provide the necessary training to staff who are responsible for the care and treatment of inmates, wards, clients, and patients with HIV. Training will be tailored to the express or identified needs of the staff assigned and will be conducted as determined and identified by management. Upon request, the Union will be provided with the approved training plan relative to HIV.

C. Signs or posters indicating the proper precautions that staff should follow relative to good sanitary practices will be posted in staff restrooms and other locations as determined by management.

D. The Union will bring concerns regarding health and safety issues to the local Health and Safety Committee for resolution.

E. CDC, CYA, DMH, DVA, and DDS may offer Hepatitis B vaccinations to all employees who have contact with inmates, wards, clients, or patients.

#### **10.20 Remodeling/Renovations and Repairs**

A. Whenever a State owned or managed building is remodeled or renovated, the agency/tenant whose space is being remodeled/renovated, will provide at least thirty (30) days prior notice to employees impacted by the construction. A copy of this notice shall be provided to the Union.



B. Except in emergency situations, the State shall give not less than twenty-four (24)-hours prior notice whenever repair work in State owned or managed buildings is done which may result in employee health concerns for the work environment.

C. Prior to undertaking any remodeling, renovation, or repair, that requires removal any material, the materials will be tested for lead and asbestos. If such materials are present, they will be removed in accordance with State regulations to assure the safety of employees/tenants.

D. For leased buildings not managed by the State, the State will include the following language in all new leases entered into after January 1, 2000:

"Except in emergency situations, the Lessor shall give not less than twenty-four (24)-hour prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns for the work environment."

E. The State will take actions to accommodate employees who suffer from chemical hypersensitivity as it pertains to Section 10.21 (Remodeling/Renovations and Repairs).

### **10.21 Pest Control**

A. Whenever a department utilizes a pest control chemical in State owned or managed buildings/grounds, the department will provide at least twenty-four (24) hours notice prior to application of the chemical, unless an infestation occurs which requires immediate action. Notices will be posted in the lobby of the building and will be disseminated to building tenant contacts.

B. Employees who wish to review the MSDS sheet(s) for the chemical(s) being applied may do so by making their request to the appropriate building manager's office. Application of the chemical(s) will be done in a manner consistent with State regulations to assure the safety of tenants.

C. Normally, the chemical application will take place during hours when the building is closed for business.

D. For leased building not managed by the State, the State will include the following language in all new leases entered into after January 1, 2000:

"Except in emergency situations, the Lessor shall give not less than twenty-four (24)-hour prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns for the work environment."

The State will take actions to accommodate employees who suffer from chemical hypersensitivity as it pertains to Section 10.21 (Pest Control).

## ARTICLE 11 - SALARIES

### 11.1 Salaries

- A. Effective July, 1999, employees in Bargaining Unit 4 shall receive a general salary increase and a 1% which equals 5.04%. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.
- B. Effective September 1, 2000, all Unit 4 classifications shall receive a general salary increase of four percent (4%). The increase shall be calculated by multiplying the base salary by 1.04. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.

### 11.2 Salary Definitions

Unit 4 hereby agrees to support putting the following changes to Article 5. of the Department of Personnel Administration regulations into effect provided all bargaining units agree to the same.

As used in this Article, terms are defined as follows:

- A. "Salary range" is the range of rates between, and including, the minimum and maximum rate currently authorized for the class;
- B. "Step" for employees compensated on a monthly basis is a five percent (5%) differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a five percent (5%) differential above or below a rate rounded to the nearest dollar and cents amount. One-step higher is calculated by multiplying the rate by 1.05 (e.g.,  $\$2,300 \times 1.05 = \$2,415$ ). One-step lower is calculated by dividing the rate by 1.05 (e.g.,  $\$2,415 \div 1.05 = \$2,300$ );
- C. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and for employees compensated on a daily or hourly basis is any one of the dollar and cents amounts found within the salary range.
- D. "Range differential" is the difference between the maximum rate of two salary ranges;
- E. "Substantially the same salary range " is a salary range with the maximum salary rate less than two-steps higher than or the same as the maximum salary rate of another salary range.
- F. "Higher salary range" is a salary range with the maximum salary rate at least two-steps higher than the maximum salary rate of another salary range;
- G. "Lower salary range" is a salary range with the maximum salary rate any amount less than the maximum salary rate of another salary range.

Unless otherwise provided, the lowest salary range currently authorized for the class is used to make salary comparisons between classes except for deep classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movement between classes and salary ranges.

### **11.3 Timely Payment of Wages**

A. When a permanent full-time employee receives no pay warrant on payday, the State agrees to issue a salary advance, consistent with departmental policy and under the following conditions:

1. When there are errors or delays in processing the payroll documents and the delay is through no fault of the employee, a salary advance will normally be issued within two (2) workdays after payday for an amount close to the actual net pay (gross salary less deductions) in accordance with departmental policy;
2. When a regular paycheck is late for reasons other than 1. above (e.g., AWOL, late dock), a salary advance of no less than 50 percent (50%) of the employee's actual net pay will normally be issued within five (5) workdays after payday. No more than four (4) salary advances per calendar year may be issued under these circumstances;
3. The difference between the employee's net pay and the salary advance shall not be paid until after receipt of the Controller's warrant for the pay period.

B. It will be the responsibility of the employee to make sure voluntary deductions (e.g., credit union deductions, union dues, etc.) are paid.

C. This provision does not apply to those employees who have direct deposit.

D. Nothing in this provision shall prevent departments from continuing policies in excess of this provision.

E. The State agrees to provide timely payment of wages after an employee's discharge, layoff, or resignation consistent with applicable department and Controller's Office policies.

### **11.4 Merit Salary Adjustments (MSA)**

A. Employees shall receive annual merit salary adjustments (MSA) in accordance with Government Code Section 19832 and applicable Department of Personnel Administration rules.

B. The employee shall be informed in writing of denial ten (10) working days prior to the proposed effective date of the merit salary adjustment.

C. Denial of the MSA shall be subject to the grievance and arbitration procedure.

## 11.5 Night Shift Differential

A. Unit 4 employees who regularly work shifts shall receive a night shift differential as set forth below:

1. Employees shall qualify for the first night shift pay differential of \$.40 cents per hour where four (4) or more hours of the regularly scheduled work shift falls between 6 p.m. and 12 midnight.
2. Employees shall qualify for the second night shift pay differential of \$.50 cents per hour where four (4) or more hours of the regularly scheduled work shift falls between 12 midnight and 6 a.m.

B. A "regularly scheduled work shift" are those regularly assigned work hours established by the department director or designee.

## 11.6 Bilingual Differential Pay

Bilingual Differential Pay applies to those positions designated by the Department of Personnel Administration as eligible to receive bilingual pay according to the following standards:

A. Definition of Bilingual Position for Bilingual Differential Pay:

1. A bilingual position for salary differential purposes requires the use of a bilingual skill on a continuing basis averaging ten percent (10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. An employee may provide their supervisor with data supporting the use of their bilingual skills ten percent (10%) or more of the time. Management will evaluate this data in assigning bilingual designation to the position. In order to receive bilingual differential pay, the position/ employee must be certified by the using department and approved by the Department of Personnel Administration. (Time should be an average of the time spent on bilingual activities during a given fiscal year.);
2. The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:
  - a. A direct public contact position;
  - b. A hospital or institutional setting dealing with patient, client, student, or inmate needs;
  - c. A position utilized to perform interpretation, translation, or specialized bilingual activities for the department and its clients;
3. Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed;
4. Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible;

5. Actual time spent conversing or interpreting in a second language and closely related activities performed directly in conjunction with the specific bilingual transaction will count toward the ten percent (10%) standard.

B. Rate:

1. An employee meeting the bilingual differential pay criteria during the entire pay period would receive a maximum of \$100 per pay period including holidays.
2. A monthly employee meeting the bilingual differential pay criteria less than the entire pay period would receive the differential on a pro rata basis.
3. A fractional-month employee meeting the bilingual differential pay criteria would receive the differential on a pro rata basis.
4. An employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of \$.58 cents per hour.

C. Employees, regardless of the time base or tenure, who use their bilingual skills more than ten percent (10%) of the time on a continuing basis and are approved by the Department of Personnel Administration will receive the bilingual differential pay on a regular basis.

D. Bilingual differential payments will become earnings and subject to contributions to the State Retirement System, OASDI, levies, garnishments, Federal and State taxes.

E. Employees working in positions which qualify for regular bilingual differential pay as authorized by the Department of Personnel Administration may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, holidays, etc.).

F. Employees will be eligible to receive the bilingual differential payments on the date the Department of Personnel Administration approves the departmental pay request. The effective date may be retroactive to the date of appointment to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date may be retroactive up to sixty (60) days when the incumbent's duties are changed to include the use of bilingual skills.

G. Bilingual salary payments will be included in the calculation of lump-sum vacation, sick leave, and extra hour payments to employees terminating their State service appointment while on bilingual status.

H. Employees will not receive bilingual salary compensation for overtime hours worked, except upon separation from State service, regardless of total hours during the pay period. Agencies may not include bilingual salary compensation when computing overtime rate.

I. Employees receiving regular bilingual differential pay will have their transfer rights determined from the maximum step of the salary range for their class.

Incumbents receiving bilingual pay will have the same transfer opportunities that other class incumbents are provided.

J. The bilingual differential pay should be included in the rate used to calculate temporary disability, Industrial Disability, and Non-Industrial Disability leave benefits.

### **11.7 Sustained Superior Accomplishment Awards**

Sustained Superior Accomplishment Awards shall not be considered "compensation" for purposes of retirement.

### **11.8 Union-Management Committee on State Payroll System**

The parties agree to establish a Union-Management Committee to advise the State Controller on planned and anticipated changes to the State's payroll system. Topics to be explored include, but are not limited to, accuracy and timeliness of the issuance of overtime warrants, changes in earnings statements, direct deposit of employee pay, and design of and transition to a biweekly pay system.

The committee shall be comprised of an equal number of management representatives and Union representatives. In addition, the Department of Personnel Administration shall designate a chairperson of the committee. The Union may have one representative each from Bargaining Units 1, 3, 4, and 11 who shall serve without loss of compensation.

### **11.9 Recruitment and Retention Differentials**

A. Upon approval by the Department of Personnel Administration, a department may provide a monthly recruitment and retention differential to employees.

B. This differential may be authorized for specific classifications in specific geographic locations or facilities.

C. A department will provide the Union with notice when a request to provide a monthly recruitment and retention differential is made to the Department of Personnel Administration.

D. Less than full-time permanent employees and permanent intermittent employees may receive a recruitment and retention differential on a pro rata basis.

E. The amount and location of such differentials is neither grievable nor arbitrable.

### **11.10 Recruitment and Retention - Avenal, Ironwood, Calipatria, and Chuckawalla Valley Prisons**

A. Effective July 1, 1998, employees who are employed at Avenal, Ironwood, Calipatria, or Chuckawalla Valley State Prisons, Department of Corrections, for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of \$2,400, payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.

B. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at Avenal, Ironwood, Calipatria, or Chuckawalla Valley State Prisons, there will be no pro rata payment for those months at either facility.

C. If the department mandatorily transfers an employee, he/she shall be eligible for a pro rata share for those months served.

D. If an employee promotes to a different facility or department other than Avenal, Ironwood, Calipatria, or Chuckawalla Valley State Prisons prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro rata of this recruitment and retention bonus. After completing the twelve (12) consecutive qualifying pay periods, an employee who promotes within the department will be entitled to a pro rata share of the existing retention bonus.

E. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.

F. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.

G. Employees on IDL shall continue to receive this stipend.

H. If an employee is granted a leave of absence, the employee will not accrue time towards the twelve (12) qualifying pay periods, but the employee shall not be required to start the calculation of the twelve (12) qualifying pay periods all over. For example, if an employee has worked four (4) months at qualifying institution and then takes six (6) months' maternity leave the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of \$2,400.

I. It is understood by the Union that the decision to implement or not implement annual recruitment and retention payments or to withdraw authorization for such payments, and the amount of such payments rests solely with the State and that decision is not grievable or arbitrable.

### **11.11 Deferred Compensation Plans**

Employees are to be included in the State of California, Department of Personnel Administration's, 401(k) and 457 Deferred Compensation Programs. Eligible employees under IRS Code Section 403(b) will be eligible to participate in the 403(b) Plan.

### **11.12 Institutional Worker Supervision Pay Differential**

A. Effective July 1, 1992, Bargaining Unit 4 employees who have regular and direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two inmates, wards, or resident workers who take the place of civil service employees for a total of 173 hours a pay period shall, subject to the approval of the Department of Personnel Administration, receive a pay differential of \$180 per qualifying pay period.

B. Effective January 1, 1994, Bargaining Unit 4 employees who have regular and direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two inmates, wards, or resident workers who take the place of civil service employees for a total of 173 hours a pay period shall, subject to the approval of the Department of Personnel Administration, receive a pay differential of \$190 per qualifying pay period.

C. The pay differential shall not be subject to PERS deductions for either the employee or the State.

D. The pay differential shall be pro rated for less than full-time employees.

E. The pay differential shall only be included in overtime calculations for FLSA eligible classes, and shall not be included to calculate NDI or lump-sum vacation, sick leave, and excess hours due to fluctuating work schedules.

F. Upon promotion to a higher classification in State service, an employee receiving compensation under this pay differential shall move from their combined salary rate (base salary plus Supervision of Inmates/Wards/Resident Workers Pay Differential rate) to compute the appointment rate.

G. Alternate Range 40 compensation shall be discontinued effective July 1, 1992.

H. Employees who received an AR 40 which is greater than the amount specified in paragraph A. above (when added to the employee's salary) shall receive a plus adjustment equal to the difference between the AR 40 adjustment and the Institutional Worker Supervision Pay (IWSP). This adjustment shall continue until such time as the employee's adjusted base salary plus the IWSP equals or exceeds the employee's salary with AR 40. It is understood that should the employee's base salary be reduced, the amounts of the AR 40 adjustment and plus adjustment would also be reduced.



**11.13 Out-of-State Pay Differential**

- A. Employees who are headquartered out of State shall receive an out-of-State pay differential of \$346 per month.
- B. Less than full-time employees shall receive the differential on a pro rata basis, based on their reduced time base.

**ARTICLE 12 - ALLOWANCES AND REIMBURSEMENTS**

**12.1 Business and Travel Expense**

The State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred 50 miles or more from home and headquarters, in accordance with existing Department of Personnel Administration rules and as set forth below. Lodging and/or meals provided by the State or included in hotel expenses or conference fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals. Each item of expenses of \$25 or more requires a receipt; receipts may be required for items of expense that are less than \$25. When receipts are not required to be submitted with the claim, it is the employee's responsibility to maintain receipts and records of their actual expenses for tax purposes. Each State agency shall determine the necessity for travel and the mode of travel to be reimbursed.

A. **Meals/Incidentals:** Meal expenses for breakfast, lunch, and dinner will be reimbursed in the amount of actual expenses up to the maximums. The term "incidentals" includes, but is not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and tips for services, such as for porters and baggage carriers. It does not include taxicab fares, lodging taxes or the cost telegrams or telephone calls.

1. **Rates** - Actual meal/incidental expenses incurred will be reimbursed in accordance with the maximum rates and time frame requirements outlined below:

Breakfast	up to	\$ 6.00	
Lunch	up to	\$10.00	
Dinner	up to	\$18.00	
Incidentals	up to	\$ 6.00	(Every full 24 hours of travel)
<hr/>			
Total	up to	\$40.00	

2. **Time Frames** - For continuous short-term travel of more than twenty-four (24) hours but less than thirty-one (31) days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental,

and lodging expense for each complete twenty-four (24) hours of travel, beginning with the traveler's time of departure and return as follows:

a. On the first day of travel on a trip of more than twenty-four (24) hours:

Trip begins at or before 6 a.m.	Breakfast may be claimed
Trip begins at or before 11 a.m.	Lunch may be claimed
Trip begins at or before 5 p.m.	Dinner may be claimed

b. On the fractional day of travel at the end of a trip of more than twenty-four (24) hours:

Trip ends at or after 8 a.m.	Breakfast may be claimed
Trip ends at or after 2 p.m.	Lunch may be claimed
Trip ends at or after 7 p.m.	Dinner may be claimed

If the fractional day includes an overnight stay, receipted lodging may be claimed. No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any 24-hour period.

c. For continuous travel of less than twenty-four (24) hours, the employee will be reimbursed for actual expenses up to the maximum as follows:

Travel begins at or before 6 a.m. and ends at or after 9 a.m.:	Breakfast may be claimed.
Travel begins at or before 4 p.m. and ends at or after 7 p.m.:	Dinner may be claimed.
If the trip extends overnight, receipted lodging may be claimed.	
No lunch or incidentals may be claimed on a trip of less than twenty-four (24) hours.	

**B. Lodging:** All lodging reimbursement requires a receipt from a commercial lodging establishment such as a hotel, motel, bed and breakfast inn, or public campground that caters to the general public. No lodging will be reimbursed without a valid receipt.

**1. Regular State Business Travel**

a. Statewide, in all locations not listed in c. below, for receipted lodging while on travel status to conduct State business:

With a lodging receipt: Actual lodging up to \$79 plus applicable taxes.

b. Effective November 2, 1999, Statewide, in all locations not listed in c. below, for receipted lodging while on travel status to conduct State business.

With a lodging receipt: Actual lodging up to \$84 plus applicable taxes.

c. Effective November 2, 1999 through June 30, 2000, when employees are required to do business and obtain lodging in the counties of Alameda, San Francisco, San Mateo and Santa Clara, and Central and Western Los Angeles reimbursement will be for actual receipted lodging to a maximum of \$110 plus applicable taxes. Central and Western Los Angeles is the territory bordered by Sunset Boulevard on the north, the Pacific Ocean on the West, Imperial Blvd/Freeway 105 on the South and Freeways 110, 10, and 101 on the east. This area includes downtown L.A., Inglewood, L.A. International Airport, Playa del Rey, Venice, Santa Monica, Brentwood, West L.A., Westwood Village, Culver City, Beverly Hills, Century City, West Hollywood and Hollywood.

**2. State Sponsored Conferences or Conventions** - For receipted lodging while attending State Sponsored conferences and conventions, when the lodging is contracted by the State sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

Statewide, with a lodging receipt: Actual lodging up to \$110 plus applicable taxes

**3. Non-State Sponsored Conferences or Conventions** - For receipted lodging while attending Non-State sponsored conferences and conventions, when the lodging is contracted by the sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

Statewide, with a lodging receipt: Actual lodging when approved in advance by the appointing authority.

Reimbursement of lodging expenses in excess of specified amounts, excluding taxes requires advance written approval from the Department of Personnel Administration. The Department of Personnel Administration may delegate approval authority to departmental appointing powers or increase the lodging maximum rate for the geographical area and period of time deemed necessary to meet the needs of the State. An employee may not claim lodging, meal, or incidental expenses within 50 miles of his/her home or headquarters.

**C. Long-term Travel:** Actual expenses for long term meals and receipted lodging will be reimbursed when the employee incurs expenses in one location

comparable to those arising from the use of establishments catering to the long-term visitor.

1. **Full Long-term Travel** - In order to qualify for full long-term travel reimbursement, the employee on long-term field assignment must meet the following criteria:

- The employee continues to maintain a permanent residence at the primary headquarters, and
- The permanent residence is occupied by the employee's dependents, or
- The permanent residence is maintained at a net expense to the employee exceeding \$200 per month. The employee on full long-term travel who is living at the long-term location may claim either:

a. Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of \$1,130 per calendar month while on the long-term assignment, and actual expenses up to \$10 for meals and incidentals, for each period of twelve (12) to twenty-four (24) hours and up to \$5 for actual meals and incidentals for each period of less than twelve (12) hours at the long-term location, or

b. Long-term subsistence rates of \$24 for actual meals and incidentals and \$24 for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours; either \$24 for actual meals or \$24 for receipted lodging for travel less than twelve (12) hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

2. An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of up to \$12 for actual meals and incidentals and \$12 for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours at the long-term location; either \$12 for actual meals or \$12 for receipted lodging for travel less than twelve (12) hours at the long-term location.

3. Employees, with supervisor's approval, after completing the work shift remain at the job or LTA location past the Friday twelve (12)-hour clock will receive full per diem for Friday. Those staying overnight shall not receive any additional per diem regardless of the Saturday departure time. An employee returning to the temporary residence on Sunday will receive full per diem. This does not change Department of Personnel Administration policy regarding the per diem clock which starts at the beginning of the work shift on Monday. If the normal workweek is other than as stated above, the same principle applies.

The following clarifies Department of Personnel Administration policy regarding an employee leaving the LTA location on personal business:

The reference to leaving the LTA location for personal business and not claiming per diem or transportation expenses assumes that the employee stays overnight at a location other than the long-term accommodations.

**D. Out-of-State Travel:** For short-term out-of-State travel, State employees will be reimbursed actual lodging, supported by a receipt, and will be reimbursed for actual meal and incidental expenses in accordance with above. Failure to furnish lodging receipts will limit reimbursement to the meal/incidental rate above. Long-term out-of-State travel will be reimbursed in accordance with the provisions of long-term travel above.

**E. Out of Country Travel:** For short-term out of country travel, State employees will be reimbursed actual lodging, substantiated by a receipt, and will be reimbursed actual meals and incidentals up to the maximums published in column (B) of the Maximum Travel per Diem Allowances for Foreign Areas, Section 925, U.S. Department of State Standardized Regulations and the meal/incidental breakdown in Federal Travel Regulation Chapter 301, Travel Allowances, Appendix B. Long-term out of country travel will be reimbursed in accordance with the provisions of long-term travel above, or as determined by the Department of Personnel Administration.

Subsistence shall be paid in accordance with procedures prescribed by the Department of Personnel Administration. It is the responsibility of the individual employee to maintain receipts for their actual meal expenses.

**F. Transportation:** Transportation expenses include, but are not limited to, airplane, train, bus, taxi fares, rental cars, parking, mileage reimbursement, and tolls that are reasonably and necessarily incurred as a result of conducting State business. Each State agency shall determine the necessity for travel, and the mode of travel to be reimbursed.

#### 1. Mileage Reimbursement

- a. When an employee is authorized by his/her appointing authority or designee to operate a privately owned vehicle on State business the employee will be allowed to claim and be reimbursed \$.31 cents per mile.
- b. When an employee is required to report to an alternative work location, the employee may be reimbursed for the number of miles driven in excess of his/her normal commute.

**2. Specialized Vehicles** – Employees who must operate a motor vehicle on official State business and who, because of a physical disability, may operate only specially equipped or modified vehicles may claim from \$.31 cents up to \$.37 cents per mile, with certification. Supervisors who approve claims pursuant to this subsection have the responsibility of determining the need for the use of such vehicles.

3. **Private Aircraft Mileage** – When an employee is authorized by his/her department, reimbursement for the use of the employee's privately owned aircraft on State business shall be made at the rate of \$.50 cents per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with the Department of Personnel Administration Rule 599.628.1 and the State Office of Risk and Insurance Management.

4. **Mileage to/From a Common Carrier** – When the employee's use of a privately owned vehicle is authorized for travel to or from a common carrier terminal, and the employee's vehicle is not parked at the terminal during the period of absence, the employee may claim double the number of miles between the terminal and the employee's headquarters or residence, whichever is less, while the employee occupies the vehicle. Exception to "whichever is less:" If the employee begins travel one (1) hour or more before he normally leaves his home, or on a regularly scheduled day off, mileage may be computed from his/her residence.

G. **Receipts:** Receipts or vouchers shall be submitted for every item of expense of \$25 or more. In addition, receipts are required for every item of transportation and business expense incurred as a result of conducting State business except for actual expenses as follows:

1. Railroad and bus fares of less than \$25 when travel is wholly within the State of California.
2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of \$10 or less for each continuous period of parking or each separate transportation expense noted in this item.
3. Telephone, telegraph, tax, or other business charges related to State business of \$5 or less.
4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

## 12.2 Moving and Relocation Expenses

Whenever an employee is reasonably required by the State to change his/her place of residence, the State shall reimburse the employee for approved items in accordance with the lodging, meal, and incidental rates and time frames established in Section 12.1, and in accordance with existing requirements, time frames and administrative rules and regulations for reimbursement of relocation expenses that apply to excluded employees.

### **12.3 Parking Rates**

A. For the term of this agreement, the parties agree that the State may increase parking rates in existing lots, in urban congested areas, no more than \$20 per month above the current rate charged to employees in specific locations where they park. Congested urban areas are areas such as Sacramento, San Francisco Bay, Fresno, Los Angeles, San Bernardino, Riverside, and San Diego areas. Every effort shall be made to provide employees sixty (60) days but no less than thirty (30) days notice of a parking rate increase. The State shall not increase rates for existing parking lots where employees do not currently pay parking fees. Rates at new lots administered by the State will be set at a level comparable to rates charged for similar lots in the area of the new lot, e.g., rates for open lots shall be compared to rates for open lots, rates for covered parking shall be compared to rates for covered parking.

B. By April 1, 2000, the State shall develop a system for employees where parking fees may be paid with pretax dollars.

### **12.4 Commute Program**

A. Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a 75 percent (75%) discount on public transit passes sold by State agencies up to a maximum of \$65 per month. This shall not be considered compensation for purpose of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

B. The State shall provide \$100 per month to each State employee who meets the eligibility criteria and complies with program procedures as developed by the State for principal vanpool drivers. This shall not be considered compensation for purposes of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

C. Employees headquartered out of State shall receive reimbursement for public transportation expenses for 75 percent (75%) of the cost up to a maximum of \$65 per month. The appointing power may establish and implement procedures regarding the certification of expenses required of the employees.

### **12.5 Transportation Incentives**

A. The State and Union agree that the State shall encourage employees to use alternate means of transportation to commute to and from work in order to reduce traffic congestion and improve air quality.

B. Notwithstanding any other provision of this Contract, the Union agrees that the State may implement new policies or change existing ones in areas such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, parking, parking fees, hours of work, and other actions to meet the goals of transportation incentives. The State agrees to notice and meet and confer regarding the impact of such new or changed policies.

C. The State shall entertain recommendations from the Union and meet if requested on ways to encourage the use of alternative forms of transportation.

## 12.6 State Owned Housing

### A. Housing

Effective July 1, 1989 and annually thereafter for the duration of this Contract, current rental rates for all types of State-owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

1. Where employees are currently paying rent, the State may raise such rates up to 25 percent (25%) each year.
2. During the term of this Contract, where no rent is being charged, the State may raise rents up to \$75 per month, or when an employee vacates State-owned housing, including trailers and/or trailer pads, the State may raise rents for such housing up to the Fair Market value.
3. Employee rental of State Housing shall not ordinarily be a condition of employment. In any instance after July 1, 1989 and annually thereafter, where rental of State housing is made a condition of employment, the State may charge the employee ten percent (10%) less than the regular rate of rent.
4. Employees renting State-owned housing occupy them at the discretion of the State employer. If the State decides to vacate a State-owned housing unit currently occupied by a State employee, it shall give the employee a minimum of thirty (30) days advance notice.

### B. Utilities

Effective July 1, 1989, and annually thereafter, current utility charges for all types of State-owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

1. Where employees are currently paying utility rates to the State, the State may raise such rates up to eight percent (8%) each year.
2. Where no utilities are being charged, the State may impose such charges consistent with its costs.
3. Where utilities are individually metered to State-owned housing units, the employee shall assume all responsibility for payment of such utility rates, and any increases imposed by the utility company.

C. Notwithstanding any of the above, the Department of Fish and Game will meet and confer with CSEA representatives prior to the implementation of rental increases. The department will meet and confer over any amount of necessary increases, the implementation dates, and the necessity for the increase.

D. The Department of Fish and Game is committed to improving the quality of State-owned housing under its jurisdiction. To that end, the department will seek



funding authority for maintenance and improvement of department-owned housing.

This subsection is not subject to the provisions of Article 6 of this agreement.

E. The Department of Fish and Game will reimburse its Bargaining Unit 4 employees, who occupy department-owned housing, for possessory interest tax. Employees shall follow department procedures for filing claims for reimbursement. The department will not be responsible for any late charges or assessments incurred by the employees due to delinquent payment of the possessory interest tax. Reimbursement under this provision shall begin with possessory interest taxes paid on or after the effective date of this agreement.

## **12.7 Overtime Meal Benefits and Allowances - CDC and CYA**

A. Overtime meal allowances will be granted when an employee is required to work at least two (2) consecutive hours prior to or two (2) consecutive hours after the regular work shift. If the employee is required to work for more extended periods of time, he/she may be allowed an additional meal allowance for each additional six (6) hour period of assigned work. No more than three (3) overtime meal allowances will be claimed during any twenty-four (24)-hour period. If the cafeteria is closed then reimbursements shall be made pursuant to D.2. below.

B. Unit 4 employees who meet the above criteria shall be provided an overtime meal ticket (local form) on the day it is earned. The date and time of issue will be recorded on the ticket.

C. Employees who are on travel status, and are being reimbursed under the business and travel portion of this contract, will not receive a meal at State expense nor be reimbursed for an overtime meal under the provisions of this section.

D. The value of the meal ticket at the institution snack bar or employee dining room shall be established by management. The value will be sufficient to purchase a complete hot meal. If used to purchase a meal, the meal will constitute full and complete reimbursement.

The employee may use the meal ticket as provided in 1. and 2. below:

1. If the employee chooses to use the assigned meal ticket at the employees' snack bar or dining room, the employee must use it within twenty-four (24) hours of the time recorded on the meal ticket. If used to purchase a meal, the meal itself will constitute full and complete reimbursement. If the employee does not purchase a meal, he/she may follow the procedure as outlined in 2. below;
2. Employees requesting reimbursement under this option will receive \$6, regardless of the value assigned to the meal ticket by local management;
3. Employees in assignments which do not allow the State to provide a meal ticket shall be provided alternative methods, determined by the

State, to receive the \$6 reimbursement for overtime meal allowances earned.

E. Meal tickets held prior to the signing of this Contract shall be cashed out in accordance with this Article if there is no on-site employee facility which serves hot meals.

### **12.8 Overtime Meal Allowance**

A. Up to \$8 may be reimbursed for an overtime meal. Receipts may be required. An overtime meal allowance of \$8 will only be provided when an employee is required to work two (2) consecutive hours prior to or two (2) consecutive hours after the regular work shift.

B. No overtime meal allowances will be paid to employees who are working overtime on a regular day off or holiday unless they work two (2) or more hours in excess of the number of hours worked on their regularly scheduled workdays.

### **12.9 Damaged or Destroyed Personal Property**

In accordance with established procedures, when requested by an employee, a department may pay the cost of replacing or repairing eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried when damaged in the line of duty without fault of the employee. If the eyeglasses, hearing aids, dentures, watches, or clothes are damaged beyond repair, the department may pay the actual value of such eyeglasses, hearing aids, dentures, watches, or clothing. The value of such eyeglasses, hearing aids, dentures, watches, or clothing shall be determined as of the time of the damage hereto.

### **12.10 Uniform Replacement Allowance**

A. When the State requires a uniform to be worn as a condition of employment and does not provide such a uniform, the State shall authorize a uniform replacement allowance based on actual costs substantiated with a receipt for an amount to be determined by the State, but not to exceed \$405 per year.

1. Uniform means outer garments, excluding shoes, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to identify the person, agency, function performed, rank, or time in service.
2. In those cases where the State provides the uniform to be worn, the uniform items provided pursuant to the section are State-owned or leased property which will be maintained as the State deems necessary. Employees issued State-provided uniform items shall be responsible for loss of or damage to the uniform items other than that incurred as the result of normal wear or through no fault of the employee.
3. In those cases where the State does not provide the uniform to be worn, employees shall be responsible for the purchase of the required

uniform as a condition of employment. After an employee has the equivalent of one (1) full year in a permanent position, which requires a uniform, he/she must submit a request in accordance with existing departmental practice in order to receive a uniform replacement allowance.

4. Employees shall wear their required uniforms only in an official capacity except that employees may wear such uniforms on the grounds of their facility and to and from their work location including associated incidental travel.

5. The Uniform Replacement Allowance shall not be considered compensation for retirement purposes.

**B. Single Source Vendor**

1. During the life of this Contract, departments may establish a single source vendor system to replace the current uniform replacement allowance program. If a single source vendor system is established, employees shall use the system to obtain department authorization uniform replacement items. Departments that participate in a single source vendor system may establish an anniversary date for the uniform replacement credit with the vendor. Employees will receive their credit on that date based on the number of qualifying pay periods in the uniformed classification and in accordance with existing State laws, rules, and regulations.

2. Employees newly appointed (new hire to State service, promotion, transfer, or demotion from a non-uniformed classification) shall be required to purchase the uniform as a condition of employment and such purchase shall be through the single source vendor. Such employees will be eligible for a prorated uniform replacement credit on the established anniversary date, and a uniform replacement credit on each subsequent anniversary date.

**12.11 Tools, Business Equipment, Materials and Supplies**

A. The State shall determine what special items of tools, equipment, materials, and supplies are necessary for employees to perform their jobs. Such items shall, within budgetary constraints, be made available by the State.

B. Employees issued State-provided items shall be held responsible for loss of and/or damage due to negligence.

**12.12 Professional Dues**

In recognition of the professional nature of employees, each department, commission, board, or agency may reimburse an employee for up to \$50 per year for membership dues in one (1) job-related professional society or association of the employee's choice, or for a job-related professional license fee. Both parties agree and understand that a different amount of reimbursement, if any, may be provided to employees in the same or similar situation.

### **12.13 Reimbursement of Fees**

The State agrees to pay the full renewal cost of professional and/or technical license, certificates, or credentials which are required as a condition of employment.

## **ARTICLE 13 - CAREER DEVELOPMENT**

### **13.1 Personnel and Evaluation Materials**

- A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee.
- B. Information in an employee's official departmental personnel file shall be confidential and available for inspection only to the employee's department head or designee in connection with the proper administration of the department's affairs and the supervision of the employee; except, however, that information in an employee's official departmental personnel file may be released pursuant to court order or subpoena. An affected employee will be notified of the existence of such a court order or subpoena.
- C. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in his/her official personnel file without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department head or designee, shall provide the affected employee an opportunity to review the material, and sign and date it. A copy of the evaluation material relating to an employee's conduct shall be given to the employee.
- D. An employee or his/her authorized representative may review his/her official personnel file during regular office hours. Where the official personnel file is in a location remote from the employee's work location, arrangements shall be made to accommodate the employee or his/her authorized representative at the employee's work location.
- E. The employee shall have a right to insert in his/her file reasonable supplementary material and a written response to any items in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.
- F. Any performance evaluation conducted of an employee who is a participant in the Union/State Collective Bargaining negotiations shall recognize the employee's frequent absence from his/her State job and the impact of such absences on the employee's performance. This is not intended to abrogate the right of the State to take disciplinary action against any employee who happens to be involved in such representational activities.
- G. Materials relating to an employee's performance included in the employee's official departmental personnel file shall be retained for a period of time specified by each department, except that at the request of the employee, materials of a

negative nature shall be purged after three (3) years. This provision, however, does not apply to formal adverse actions as defined in applicable Government Code Sections or to material of a negative nature for which actions have occurred during the intervening three (3) year period. Except that, by mutual agreement between a department head or designee and an employee, adverse action material may be removed.

H. Supervisors may keep working files on the performance and conduct of employees to provide documentation for matters such as, but not limited to, probation reports, performance appraisals, training needs, MSA reviews, bonus programs, adverse actions, employee development appraisals, or examination evaluations. An employee and/or his/her authorized representative may, upon request, review the contents of his/her file with his/her supervisor.

### **13.2 Personal Performance Session**

Meetings between employees and management concerning unsatisfactory work performance or work-related problems should, whenever practicable, be held in private or in a location sufficiently removed from the hearing range of other persons. The Union recognizes that the circumstances of the situation may require an immediate response from management, and thereby preclude privacy.

### **13.3 Training**

A. The State agrees to reimburse Unit 4 employees for expenses incurred as a result of satisfactorily completing training or education courses required by the department to assure adequate performance or increase job proficiency. Such reimbursement shall be limited to:

1. Tuition and/or registration fees;
2. Cost of course-required books;
3. Transportation or mileage expenses;
4. Toll and parking fees;
5. Lodging and subsistence expenses.

B. Reimbursement for the above expenses shall be in accordance with the Business and Travel Expense provision of this Contract. When training occurs during normal working hours, the employee shall receive his/her regular salary. When required training occurs outside of normal working hours, Unit 4 employees shall be reimbursed in cash or CTO, in accordance with their workweek group, or the work hours shall be adjusted on an hour-by-hour basis for the hours of classroom instruction.

C. If the State agrees with a Unit 4 employee's participation in non-required career-related training, the State may reimburse the employee for up to 50 percent (50%) of tuition, fees, and course-required books, not to exceed department limits after the employee has satisfactorily completed the course.

Travel, per diem, and miscellaneous expenses are not reimbursable. Normally, attendance will be on the employee's own time.

D. An employee may receive reimbursement only if application is made prior to enrollment in non-required career-related training.

E. With prior authorization by a department head or designee, the State may reimburse Unit 4 employees up to 100 percent (100%) of the cost for course-required books, tuition, and/or provide an amount of time off without loss of compensation for attendance at upward mobility career related training. Release time without loss of compensation may be for up to 100 percent (100%) of the time required for course attendance. Both parties agree and understand that a different amount of reimbursement and release time may be provided to employees with the same or similar situations.

F. An employee who does not satisfactorily complete a non-required career-related training course shall not be eligible for reimbursement of expenses and shall agree to return any advance payment received. The employee or his/her estate shall receive reimbursement for authorized expenses if the training is terminated prior to completion either:

1. At the convenience of the State, provided that the training facility reports satisfactory performance by the employee during the training; or
2. Because of death, prolonged illness, disability, or other eventuality beyond the control of the employee.

G. To ensure equitable treatment among employees, each department shall make available to interested employees its training policy. Unit 4 employees may make application for scheduled training courses. Each department shall give consideration to all requests for training.

H. To the extent practicable and within available training resources, the department shall arrange for such counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when their positions have been and are about to be changed substantially or eliminated by automation, technological changes, or other management initiated changes.

I. The parties agree that training on rape prevention, sexual harassment awareness, managing assaultive behavior, and stress management are appropriate subjects for high priority consideration by Joint Union/Management Health and Safety Committees.

J. Upon union request, each department shall provide the union with a copy of its upward mobility policy. If the State makes revisions to the policy, the State shall provide the union a copy. Upon employee request, each department agrees to make available its policy/or information regarding Upward Mobility Training for its Unit 4 employees.

### **13.4 Performance Appraisal of Permanent Employees**

A. The performance appraisal system of each department may include annual written performance appraisals for permanent employees. Such performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which he/she is serving. In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.

B. An employee may grieve the content of his/her performance appraisal through the third step of the grievance procedure when he/she receives a substandard rating in either a majority of the performance factors or an overall substandard rating.

### **13.5 Performance Standards**

A. The employer shall, in developing performance standards, adhere to the following: employee performance standards shall be based upon valid work-related criteria, which insofar as practicable, include qualitative, as well as quantitative measures. Such standards shall, reflect the amount of work which the average trained employee can reasonably turn out in a day.

B. Employee performance standards shall be established in accordance with the following guidelines:

1. When a department intends to establish new performance standards or add to or alter existing performance standards, the Union will be notified and given an opportunity to meet and confer on the proposed standards with the department.

2. Normally, new performance standards or changes in existing performance standards shall not be implemented until they have been tested for an appropriate period. During the test period, employees will not be held accountable to the proposed standards. Following any test period, the State may implement the standards and, upon request, shall meet with the Union to discuss the findings.

C. Where a performance standard exists, employees may review data concerning the employee's own production and error rates where such information is available.

## **ARTICLE 14 - CLASSIFICATION**

### **14.1 Classification Changes**

A. The State and the Union agree to conduct a one (1)-year pilot of the following classification change process, beginning October 1, 1999 and ending September 30, 2000. All classification proposals for which the Union has been notified under the current Contract language, shall continue under the existing process.

B. Both parties agree to meet by July 1, 2000, to discuss and evaluate the pilot process. If both parties agree that the trial process is successful, the pilot process will continue through the term of this agreement. If either party disagrees, the trial process will be discontinued and the classification change process reverts to language in the agreement for the respective bargaining units from July 1, 1992 through June 30, 1995.

C. When the Department of Personnel Administration or a department proposes establishment of a new class or modification of an existing one, the Department of Personnel Administration or a department shall inform the Union in writing of the proposal. The Union may request to meet and confer with the Department of Personnel Administration and the department regarding the classification proposal within fifteen (15) calendar days of the receipt of the notice. Such meeting(s) shall be for the purpose of negotiating the classification and compensation proposal.

D. The first meeting shall take place within twenty (20) calendar days of the Union's request.

E. If the parties reach an agreement, the classification proposal shall be placed on the State Personnel Board's (SPB) non-hearing calendar.

F. If the parties do not reach an agreement within thirty (30) calendar days of the date of their first meeting, the classification proposal shall be submitted to the State Personnel Board for hearing.

G. The Department of Personnel Administration shall meet and confer, if requested in writing, within five (5) working days from the date the State Personnel Board approved the classification change, regarding any compensation or non-merit provisions of the classification that remain unresolved.

H. If there is still no agreement within thirty (30) days of the State Personnel Board hearing, the parties will go to mediation in accordance with the provisions of the Ralph C. Dills Act.

I. Neither the classification nor the compensation provisions shall be subject to the grievance and arbitration procedure in Article 6.

J. Within thirty (30) days of ratification of this Contract, the Union shall provide to the State a list of classification changes that were noticed under the prior process but which were not the subject of a meet and confer between the State and the Union. The Union may process such changes pursuant to this pilot project if so requested within thirty (30) days of providing the list to the State.



## 14.2 Out-of-Classification Grievances and Position Allocation Hearing Process

### A. Definitions

1. An employee is working "out of class" when he/she spends a majority (i.e., more than 50 percent [50%]) of his/her time over the course of at least two (2) consecutive work weeks performing duties and responsibilities associated with a higher level existing classification that do not overlap with the classification in which said employee holds an appointment.

Duties that are appropriately assigned to incumbents in the employee's current classification are not out of class. Duties appropriately assigned are based on the definition and typical tasks enumerated in the California State Personnel Board specification.

Training and Development assignments are not out-of-class work.

2. For purposes of this section, a classification is at a "higher level" if the maximum salary of the highest salary range (excluding alternate range criteria other than deep class criteria) is any amount more than the maximum salary of the highest range of the class in which the employee holds an appointment.

3. When an employee is performing the duties of a vacant position properly assigned to a higher class or the duties of an absent employee whose position is properly assigned to a higher classification, the employee shall be considered to be working out of class.

### B. Authorization and Rate of Pay

1. Notwithstanding Government Code Sections 905.2, 19818.8, and 19818.16, an employee may be temporarily required to perform out-of-class work by his/her department for up to 120 calendar days in any twelve (12) consecutive calendar months when it determines that such an assignment:

a. Is of unusual urgency, nature, volume, location, duration, or other special characteristics; and,

b. Cannot feasibly be met through use of other civil service or administrative alternatives.

2. Departments may not use out-of-class assignments to avoid giving civil service examinations or to avoid using existing eligibility lists created as the result of a civil service examination.

3. When an employee is assigned out-of-class work, he/she shall receive the rate of pay he/she would have received pursuant to Title 2 Cal. Code Regs Section 599.673, 599.674, or 599.676 if appointed to the higher classification.

4. Out-of-class work may be discontinued by departments at any time; however, departments may not rotate employees in and out of out-of-class assignments to avoid payment of out-of-class compensation.
5. Out-of-class pay shall not be considered as part of the employee's base pay when computing the rate due upon promotion to a higher level.

C. Out-of-Class Grievances and Allocation Appeals

1. The grievance and arbitration procedure described in subsection D. below shall be the exclusive means by which alleged out-of-class assignments shall be remedied, including requests for review by the Department of Personnel Administration referenced in Government Code Section 19818.16 or the State Board of Control.
2. The grievance and arbitration procedure described in this section shall be the exclusive means for appealing position allocation or reallocation referenced in Government Code Sections 19818.6 and 19818.20.
3. Employees may not separately file out-of-class grievances and position allocation or reallocation grievances pertaining to the same duties and responsibilities.
4. The only remedy that shall be available (whether claiming out-of-class work or position misallocation) is retroactive pay for out-of-class work. Said pay shall be limited to out-of-class work performed (a) during the one (1) year calendar period before the employee's grievance was filed; and (b) the time between when the grievance was filed and finally decided by an arbitrator.
5. Arbitrators shall not have the authority to order reclassification (reallocation) of a grievant's position or discontinuance of out-of-class work assignments.

D. Grievance Procedure and Time Limits

1. An employee's grievance initially shall be discussed with the employee's supervisor.
2. An employee must file a written grievance on a form provided by the State within 120 calendar days of the date when his/her duties allegedly changed such that he/she was working out of classification of his/her position became misallocated.
3. Out-of-class and misallocation grievances shall be filed with a designated supervisor or manager identified by each department head as the third level of appeal in the usual grievance procedure found in Article 6.
4. The person designated by the department head as the third level of appeal shall respond to the grievance in writing within forty-five (45) calendar days after receipt of the grievance.
5. If the grievant is not satisfied with the decision rendered by the person designated by the department head at the third level of appeal, he/she

may appeal the decision in writing within twenty-one (21) calendar days after receipt to the Director of the Department of Personnel Administration.

6. The Director of the Department of Personnel Administration or designee shall respond to the grievance in writing within sixty (60) calendar days after receipt of the appealed grievance.

7. If the grievance is not resolved by the Department of Personnel Administration, the union shall have the right to submit the grievance to arbitration in accordance with Article 6, Section 6.12.

8. Article 6, Section 6.12, "Formal Grievance - Step 5" shall apply to out-of-class and misallocation grievances except as otherwise provided in this section.

E. The arbitrator's decision regarding out-of-class and misallocation grievances shall be final and binding on the parties. Said awards shall not be subject to challenge or review in any forum, administrative or judicial, except as provided in Code of Civil Procedure Section 1286.2 et seq.

F. The parties agree to support legislation to amend Government Code Section 19818.8 as follows. Said legislation must be enacted into law before the provisions of this section take effect.

1. Government Code Section 19818.8 (a) A person shall not be assigned to perform the duties of any class other than that to which his or her position is allocated, except as permitted by Section 19050.8.

2. If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Section 3517.5, the memorandum of understanding shall be controlling without further legislative action, except that if those provisions of the memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

#### **14.3 Classification/Pay Data**

Upon request, the State shall, on an annual basis, provide the Union with a list of classifications and salaries for Unit 4 rank-and-file employees.

#### **14.4 Duty Statements**

An employee, upon request, shall be provided a duty statement for their position.

## **14.5 Automation and New Technology**

The State shall endeavor to notify the Union 180 days, but no less than sixty (60) days, prior to implementation of automation or technological changes that will result in a significant impact on bargaining unit employees. Upon request of the Union within thirty (30) days of such notification, the State shall negotiate with the Union on the impact of such changes.

## **ARTICLE 15 – APPEAL OF INVOLUNTARY TRANSFER**

A. An involuntary transfer which reasonably requires an employee to change his/her residence may be grieved under Article 6 only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or the Department of Personnel Administration disapproves the transfer, the employee shall be returned to his or her former position; shall be paid the regular travel allowance for the period of time he/she was away from his/her original headquarters; and his/her moving costs both from and back to the original headquarters shall be paid in accordance with the Department of Personnel Administration laws and rules.

B. An appeal of an involuntary transfer which does not reasonably require an employee to change his/her residence shall not be subject to the grievance and arbitration procedure. It shall be subject to the complaint procedure if the employee believes it was made for the purpose of harassing or disciplining the employee.

## **ARTICLE 16 - LAYOFF**

### **16.1 Layoff and Reemployment**

A. Application. Whenever it is necessary because of a lack of work or funds, or whenever it is advisable in the interest of economy to reduce the number of permanent and/or probationary employees (hereinafter known as "Employees") in any State agency, the State may layoff employees pursuant to this section.

B. Order of Layoff. Employees shall be laid off in order of seniority pursuant to Government Code Sections 19997.2 through 19997.7 and applicable State Personnel Board and Department of Personnel Administration rules.

C. Notice. Employees compensated on a monthly basis shall be notified thirty (30) calendar days in advance of the effective date of layoff. Where notices are mailed, the thirty (30) calendar day time period will begin to run on the date of the mailing of the notice. The State agrees to notify the Union no later than sixty (60) calendar days prior to the actual date of layoff. The notice to the Union shall also include the reason for the layoff, the area of the layoff, the anticipated classifications affected, the total number of employees in each affected classification, the estimated number of surplus employees in each classification and the proposed effective date of the layoff.

D. Grievance and Arbitration. Any dispute regarding the interpretation or application of any portion of this layoff provision shall be resolved solely through the grievance and arbitration procedure.

E. Transfer or Demotion in Lieu of Layoff. The State may offer affected employees a transfer or a demotion in lieu of layoff pursuant to Government Code Sections 19997.8 through 19997.10 and applicable Department of Personnel Administration rules. If an employee refuses a transfer or demotion, the employee shall be laid off.

F. Reemployment. In accordance with Government Code Sections 19997.11 and 19997.12, the State shall establish a reemployment list by class for all employees who are laid off. Such lists shall take precedence over all other types of employment lists for the classes in which employees were laid off. Employees shall be certified from department or subdivisional reemployment lists in accordance with Section 19056 of the Government Code.

G. State Service Credit for Layoff Purposes. In determining seniority scores, one point shall be allowed for each qualifying monthly pay period of full-time State service regardless of when such service occurred. A pay period in which a full time employee works eleven (11) or more days will be considered a qualifying pay period except that when an absence from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days falls into two (2) consecutive qualifying pay periods, the second pay period shall be disqualified. Veterans will receive additional credits in accordance with Government Code Section 19997.6.

H. Departmental Vacancies. Departments filling vacancies shall offer positions to employees facing layoff, demotion in lieu of layoff or geographic transfer in accordance with current State Restriction of Appointment procedures.

## **16.2 Reducing the Adverse Effects of Layoff**

Whenever the State determines it necessary to layoff employees, the State and the Union shall meet in good faith to explore alternatives to laying off employees such as, but not limited to, voluntary reduced work time, retraining, early retirement, and unpaid leaves of absence.

## **16.3 Alternative to Layoff**

The State may propose to reduce the number of hours an employee works as an alternative to layoff. Prior to the implementation of this alternative to a layoff, the State will notify and meet and confer with the Union to seek concurrence of the usage of this alternative.

## **16.4 Military Installations**

The State agrees to notify the Union at such time as the State becomes aware of federal government plans to regain jurisdiction of military installations currently loaned (or leased) to the State Department of the Military.

## 16.5 Layoff Employee Assistance Program

Employees laid off shall be provided services in accordance with the Employee Assistance Program. Such services are term limited for six (6) months from the actual date of layoff.

## ARTICLE 17 - RETIREMENT

### 17.1 First Tier Retirement Formula (2% @ 55)

A. The Union and the State (parties) agree that the legislation implementing this agreement shall contain language to enhance the current age benefit factors on which service retirement benefits are based for Miscellaneous and Industrial members of the First Tier plan under the Public Employees' Retirement System (CalPERS). The parties further agree that the provisions of this Article will be effective only upon the CalPERS board adopting a resolution that will employ, for the June 30, 1998 valuation and thereafter, 95 percent (95%) of the market value of CalPERS' assets as the actuarial value of the assets, and to amortize the June 30, 1998 excess assets over a twenty (20) year period, beginning July 1, 1999. The parties agree to jointly request the CalPERS board to extend the twenty (20) year amortization period in the event the cost of these benefits or unfavorable returns on investments results in an increased employer contribution by the State.

B. The legislative language would provide the enhanced benefit factors to State employees who retire directly from State employment on and after January 1, 2000.

C. The table below compares the current First Tier age benefit factors to the improved factors that the proposed legislation would place in the part of the Government Code administered by CalPERS.

AGE AT RETIREMENT	CURRENT FACTORS	PROPOSED FACTORS
50	1.092	1.100
51	1.156	1.280
52	1.224	1.460
53	1.296	1.640
54	1.376	1.820
55	1.460	2.000
56	1.552	2.063
57	1.650	2.125
58	1.758	2.188
59	1.874	2.250

AGE AT RETIREMENT	CURRENT FACTORS	PROPOSED FACTORS
60	2.000	2.313
61	2.134	2.375
62	2.272	2.438
63 and over	2.418	2.500

D. There would be factors for attained quarter ages, such as 52 <sup>3</sup>/<sub>4</sub>, that will be included in the proposed legislation. These improved age benefit factors will apply for service rendered on and after the effective date of the memorandum of understanding between the State and the Union. The improved factors will also apply to past service that is credited under the First Tier and the Modified First Tier.

E. The amount of member contributions required of employees who will be covered under these new factors will continue to be five percent (5%) of monthly compensation in excess of \$513.

**17.2 Second-Tier Retirement Plan**

The Union and the State agree to participate in the Second-Tier retirement plan as prescribed by law.

**17.3 First Tier Eligibility For Employees In Second Tier**

A. The Union and the State (parties) agree that the legislation implementing this agreement shall contain language to allow employees who are currently in the Second Tier retirement plan to elect to be covered under the First Tier, as described in this Article. The parties further agree that the provisions of this Article will be effective only upon the CalPERS board adopting a resolution that will employ, for the June 30, 1998 valuation and thereafter, 95 percent (95%) of the market value of CalPERS' assets as the actuarial value of the assets, and to amortize the June 30, 1998 excess assets over a twenty (20) year period beginning July 1, 1999. The parties agree to jointly request the CalPERS board to extend the twenty (20) year amortization period in the event the cost of these benefits or unfavorable returns on investments results in an increased employer contribution by the State.

B. The legislative language would allow an employee in the Second Tier to exercise the Tier 1 right of election at any time after the effective date of this legislation. An employee who makes this election would then be eligible to purchase past Second Tier service. The parties will work with CalPERS to establish more flexible purchase provisions for employees. These include, but are not limited to, increasing the installment period from 96 months (8 years) to 144 months (12 years) or up to 180 months (15 years), and allowing employees to purchase partial amounts of service.

C. New employees who meet the criteria for CalPERS membership would be enrolled in the First Tier plan and have the right to be covered under the Second Tier plan within 180 days of the date of their appointment. If a new employee does not make an election for Second Tier coverage during this period, he/she would remain in the First Tier plan.

D. Employees who purchase their past service would be required to pay the amount of contributions they would have paid had they been First Tier members during the period of service that they are purchasing. As required by CalPERS law, the amount will then include interest at six percent (6%) annually compounded.

E. The State agrees to reduce each Unit 4 employee's Public Employees Retirement System retirement contribution \$12.00 per month from January 1, 2000 through August 31, 2000. For the purpose of making such payments, the State Controller shall increase the amount of salaries and wages currently excluded from the Public Employees Retirement System's normal rate of contribution to a level which will provide up to a maximum reduction of \$12.00 per month in each employee's monthly retirement contribution to the Public Employees Retirement System.

#### **17.4 2.5% @ 55 Retirement Formula for Safety Members**

A. The Union and the State (parties) agree that the legislation implementing this agreement shall contain language adding new age benefit factors on which service retirement benefits are based for employees of this unit who are safety members of the Public Employees' Retirement System (CalPERS). The parties further agree that the provisions of this Article will be effective only upon the CalPERS board adopting a resolution that will employ, for the June 30, 1998 valuation and thereafter, 95 percent (95%) of the market value of the CalPERS' assets as the actuarial value of the assets, and to amortize the June 30 excess assets over a twenty (20) year period, beginning July 1, 1999. The parties agree to jointly request the CalPERS board to extend the twenty (20) year amortization period in the event the cost of these benefits or unfavorable returns on investments results in an increased employer contribution by the State.

The parties agree to support legislation that will improve the age benefit factors from age 50 to 55 for Safety members. The age benefit factor at age 55 for members of this Union will be 2.5 percent of compensation for each year of service. These improved benefit factors will apply to employees who retire directly from State service on and after January 1, 2000, and for service rendered as a Safety member prior to and after that date.



AGE	BENEFIT FACTORS
50	1.70
51	1.80
52	1.90
53	2.00
54	2.25
55	2.50

B. The Union agrees that the rate of contribution for Safety members who are subject to the new 2.5 percent @ 55 formula shall be no greater than eight percent (8%) of monthly compensation in excess of \$238, effective on and after July 1, 2001.

### 17.5 Employer-Paid Employee Retirement Contributions

The State and the Union agree to continue the January 28, 1985, agreement regarding the Internal Revenue Service ruling permitting CalPERS contributions to be excluded from taxable salary for the duration of this Contract.

### 17.6 Alternative Pre-Retirement Death Benefit

The Union agrees to support legislation that would provide State employees with an improved "alternative pre-retirement death benefit" and for the ability for the surviving spouse and dependent children to continue to receive health and dental benefits coverage. The enhanced death benefits would also be payable to surviving spouses or dependent children who are currently receiving the former death benefit, as would health and dental coverage.

A. Section 21547 of the Government Code is amended, to read:

1. 21547. Notwithstanding any other provision of this article requiring attainment of the minimum age for voluntary service retirement to him or her in his or her last employment preceding death, upon the death of a state member on or after January 1, 1993, who is credited with 20 years or more of state service, the surviving spouse, or eligible children if there is no eligible spouse, may receive a monthly allowance in lieu of the basic death benefit. The board shall notify the eligible survivor, as defined in Section 21546, of this alternate death benefit. The board shall calculate the monthly allowance that shall be payable as follows:

- a. To the member's surviving spouse, an amount equal to what the member would have received if he or she had retired for service at minimum retirement age on the date of death and had elected Option Settlement 2 and Section 21459.
- b. To the children under age 18 collectively if there is no surviving spouse or the spouse dies before all of the children of the

deceased member are age 18, an amount equal to one-half of and derived from the same source as the unmodified allowance the member would have been entitled to receive if he or she had retired for service at minimum retirement age on the date of death. No child shall receive any allowance after marrying or attaining the age of 18. As used in this section, a "surviving child" includes a posthumously born child of the member.

c. This section shall only apply to members employed in state bargaining units for which a memorandum of understanding has been agreed to by the state employer and the recognized employee organization to become subject to this section, members who are excluded from the definition of state employees in subdivision c. of Section 3513, and members employed by the executive branch of government who are not members of the civil service.

For purposed of this section, "state service" means service rendered as a State employee, as defined in Section 19815. This section shall not apply to any contracting agency or to the employees of any contracting agency.

B. Section 21547.5 is added to the Government Code, to read:

1. 1547.5 For any survivor receiving a monthly allowance provided by Section 21547 prior to the effective date of its amendment, the allowance shall be adjusted to equal an amount that the member would have been eligible for if his or her death had occurred on or after the amendment effective date of Section 21547. The adjusted amount would be payable only on and after that amendment effective date.

C. Section 22811.6 of the Government Code is repealed.

D. Section 22957.5 of the Government Code is repealed.

#### **17.7 1959 Survivor's Benefits - Fifth Level**

A. Employees in this Unit 4 who are members of the Public Employee's Retirement System (PERS) will be covered under the Fifth Level of the 1959 Survivor's Benefit, which provides a death benefit in the form of a monthly allowance to the eligible survivor in the event of death before retirement. This benefit will be payable to eligible survivors of current employees who are not covered by Social Security and whose death occurs on or after the effective date of the memorandum of understanding for this section.

B. The contribution for employees covered under this new level of benefits will be \$2 per month. The rate of contribution for the State will be determined by the PERS board.

C. The survivor's benefits are detailed in the following schedule:

1. A spouse who has care of two or more eligible children, or three or more eligible children not in the care of spouse ..... \$1,800.
2. A spouse with one eligible child, or two eligible children not in the care of the spouse ..... \$1,500.
3. One eligible child not in the care of the spouse; or the spouse, who had no eligible children at the time of the employee's death, upon reaching age 62 ..... \$750.

**17.8 Enhanced Industrial Retirement**

Eligible employees shall be covered by Government Code 20047 "Enhanced Industrial Disability Retirement."

**ARTICLE 18 - PERMANENT INTERMITTENT APPOINTMENTS**

A. A permanent intermittent position or appointment is a position or appointment in which the employee is to work periodically or for a fluctuating portion of the full-time work schedule. A permanent intermittent employee may work up to 1,500 hours in any calendar year based upon Government Code Section 19100 et seq. The number of hours and schedule of work shall be determined based upon the operational needs of each department. The use of the State Personnel Board Rule 277 is one of the many employment alternatives the appointing power may elect to use to fill vacant positions within a competitive selection process.

B. Each department may establish an exclusive pool of permanent intermittent employees based upon operational need.

C. Each department shall provide a permanent intermittent employee with a minimum of 72 hours notice of their work schedule, except when they are called in to fill in for unscheduled absences or for unanticipated operational needs.

D. Upon mutual agreement, a department head or designee may grant a permanent intermittent employee a period of non-availability not to exceed twelve (12) months during which the employee may not be given a waiver. The period of non-availability may be revoked based on operational needs. An employee on non-available status who files for unemployment insurance benefits shall be immediately removed from such status.

E. A permanent intermittent employee will become eligible for leave credits in the following manner:

1. **Sick Leave** - A permanent intermittent employee in BU 4 who has completed 160 hours of paid employment will be eligible for up to eight (8) hours of sick leave credit with pay. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. On the first day of the qualifying monthly pay period following the completion of each period of paid employment, the permanent intermittent employee shall earn eight (8) hours of credit for sick leave with pay subject to the following provisions:

- a. Sick leave may be requested and taken in fifteen (15) minute increments.
- b. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on sick leave.
- c. The administration of sick leave for permanent intermittent employees shall be in accordance with Article 8, Section 8.2, Sick Leave.

2. **Vacation Leave:** - A permanent intermittent employee will be eligible for vacation leave credit with pay as defined in Article 8, Section 8.1, on the first day of the following qualifying monthly pay period following completion of 960 hours of compensated work. Thereafter, a permanent intermittent employee will be eligible for vacation credit with pay in accordance with the schedule in Article 8, Section 8.1, on the first day of the qualifying monthly pay period following completion of each period of 160 hours of paid employment. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:

- a. Pay the permanent intermittent employee in a lump-sum payment for accumulated vacation leave credits; or
- b. By mutual agreement, schedule the permanent intermittent employee for vacation leave; or
- c. Allow the permanent intermittent employee to retain his/her vacation credits; or
- d. Effect a combination of a., b., or c. above.

3. **Holidays:** A permanent intermittent employee will be eligible for holiday pay on a pro rata basis, based on hours worked during the pay period when the holiday occurred in accordance with Article 7, Holidays, and Department of Personnel Administration policies and rules.

4. **Bereavement Leave:** A permanent intermittent employee may only be granted bereavement leave in accordance with Article 8, Section 8.3, if scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on the day or days. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on bereavement leave.

5. **Jury Duty:** A permanent intermittent employee may only be granted jury duty leave in accordance with Section 8.14 if the employee is scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work on the day or days. If payment is made for such time off, the employee is required to remit to the State the fee(s) received. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on jury duty. When night jury duty is required of a permanent intermittent employee, the employee shall be released without loss of compensation

for such portion of required time that coincides with the permanent intermittent employee's work schedule. This includes any necessary travel time.

**6. Non-Industrial Disability Leave:** Where employment is intermittent, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the eighteen (18) monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. A permanent intermittent employee will be eligible for NDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.

F. Each department will establish a date by which its permanent intermittent employees shall receive their regular pay.

**G. Dental Benefits:** A permanent intermittent employee will be eligible for dental benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a dental benefit plan within sixty (60) days from the end of the qualifying control period.

**H. Health Benefits:** A permanent intermittent employee will be eligible for health benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within sixty (60) days from the end of the qualifying control period.

**I. Vision Service Plan:** A permanent intermittent employee will be eligible for the State's vision services plan during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in the vision service plan within sixty (60) days from the end of the qualifying control period.

J. Permanent intermittent employees will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, Consolidated Omnibus Reconciliation Act (COBRA).

K. **FlexElect Program:** Permanent Intermittent employees may only participate in the Pre-Tax Premium and/or the Cash Option for medical and/or dental insurance. Permanent intermittent employee's choosing the Pre-Tax Premium must qualify for State medical and/or dental benefits. Permanent intermittent employees choosing the Cash Option will qualify if they work at least one-half time, have an appointment for more than six months, and receive credit for a minimum of 480 paid hours within the six-months control period of January 1 through June 30 of the plan year in which they are enrolled.

L. The call-in/scheduling of a permanent intermittent employee and the hours of work an individual permanent intermittent employee may receive shall be applied without prejudice or personal favoritism.

M. A permanent intermittent employee that is offered a permanent full-time or part-time job within a department shall not be denied release from their permanent intermittent employee position by management.

N. All remaining conditions of employment that relate to the permanent intermittent employee shall be administered in accordance with existing rule and regulations, unless modified by this Contract.

## **ARTICLE 19 - HOURS OF WORK AND OVERTIME**

### **19.1 Hours of Work**

A. Unless otherwise specified herein, the regular workweek of full-time employees shall be forty (40) hours Monday through Friday, and the regular work shift shall be eight (8) hours.

B. Workweeks and work shifts of different numbers of hours may be established by the employer in order to meet varying needs of the State agencies.

C. Employees' workweeks and/or work shifts shall not be permanently changed by the State without adequate prior notice. The State shall endeavor to give thirty (30) calendar days but in no case less than fifteen (15) calendar days notice.

D. The State shall endeavor to provide employees with at least five (5) working days advance notice of a temporary change in their workweek hours and workday. This advance notice is not required if:

1. The change is due to an unforeseen operational need;
2. The change is made at the request of the employee.

E. Classifications are assigned to the workweek groups as shown in the Lists of Classifications attached to this Contract.

F. Workweek group policy for FLSA - Exempt/Excluded Employees, State employees who are exempt/excluded from the FLSA are not hourly workers. The compensation they receive from the State is based on the premise that they are expected to work as many hours as is necessary to provide the public services

for which they were hired. Consistent with the professional status of these employees, they are accountable for their work product, and for meeting the objectives of the agency for which they work.

Following is the State's policy for all employees exempt/excluded from the FLSA:

1. Management determines, consistent with the current Contract the products, services, and standards which must be met by FLSA - exempt/excluded employees;
2. The salary paid to FLSA - exempt/excluded employees is full compensation for all hours worked in providing the product or service;
3. FLSA - exempt/excluded employees are not authorized to receive any form of overtime compensation, whether formal or informal;
4. FLSA - exempt/excluded employees are expected to work within reason as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. FLSA exempt/excluded employees may be required to work specific hours to provide services when deemed necessary by management;
5. FLSA - exempt/excluded employees shall not be charged paid leave or docked for absences in less than whole-day increments. Less than full-time employees shall be charged time proportionate to their scheduled hours of work. Record keeping for accounting, reimbursements, or documentation relative to other applicable statutes, such as the Family Medical Leave Act, is permitted;
6. FLSA - exempt/excluded employees shall not be suspended for less than five (5) days when facing discipline;
7. With the approval of the appointing power, FLSA - exempt/excluded employees may be allowed absences with pay for one or more whole days due to excessive work load or other special circumstances without charging leave credits;
8. Subject to prior notification and management concurrence, FLSA exempt/excluded employees may alter their work hours. Employees are responsible for keeping management apprised of their schedule and whereabouts. Prior approval from management for the use of formal leave (e.g., vacation, sick leave, personal leave, personal day) for absences of an entire day or more is required.

## **19.2 Overtime**

- A. Overtime is all ordered work time in excess of the regularly scheduled workweek.
- B. Overtime is earned at the rate of one and one-half times the hourly rate for all hours worked in excess of forty (40) hours in a regular workweek and is compensable by cash or CTO if it meets the following criteria:

1. Ordered overtime of at least fifteen (15) minutes at any one time;
2. Overtime will be credited on a fifteen (15) minute basis with a full fifteen (15) minute credit to be granted if seven (7) minutes is worked. Smaller fractional units will not be accumulated.

C. Overtime may be compensated on a cash or CTO basis at the discretion of the department head or designee. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different for employees in the same or similar situations.

D. In order to be compensable by cash or CTO, overtime must be authorized in advance, except in an emergency, by the State or its designated representative. This authorization must also be confirmed in writing not later than ten (10) days after the end of the pay period during which the overtime was worked. Each State agency shall maintain complete and accurate records of all compensable overtime worked by its employees.

E. The time when CTO may be taken shall be at the discretion of the State. When CTO is ordered, reasonable advance notice (at least 24 hours) should be provided the employee.

F. CTO may be taken only in units of time of fifteen (15) minutes or multiples thereof.

G. CTO for employees shall be earned on a time and one-half (1½) basis and may be authorized in lieu of cash compensation. If an employee is not allowed CTO within twelve (12) pay periods following the pay period in which the overtime was worked, payment shall be made for such overtime on the next payroll.

H. Employees may accrue up to 240 hours of CTO. The first 200 hours of CTO shall be at the option of the department head or designee. The next forty (40) hours of CTO shall be at the option of the employee. All hours in excess of 240 CTO hours shall be compensated in cash.

I. Normally, an employee who has an accumulation of 240 hours or thirty (30) days of authorized overtime shall not be required to work additional overtime.

J. Notwithstanding any other contract provision, departmental policy, or practice, the travel time of employees who are covered by FLSA shall only be considered as time worked if it meets the definitions and requirements of travel time in Sections 785.34 through 785.41 of Title 29 of the Code of Federal Regulations.

### **19.3 Rest Periods**

A. An employee may be granted a rest period on State time not to exceed fifteen (15) minutes each four (4) hours of his/her work shift not to exceed thirty (30) minutes each workday. A rest period will not normally be granted during the first or last hour of the work shift. An employee shall be permitted to leave his/her work area during the rest period. Employees in twenty-



four (24)-hour institutions, hospitals, State Special Schools, or Developmental Centers may be required to notify their supervisors before leaving their work area and inform them of their location for the rest period.

B. An additional five (5) minute break per continuous hour of work on a computer shall be granted to an employee in an hour when no other break or rest period has been granted. Upon the Union's request, the State shall consider permitting other employees the additional rest periods.

C. Rest periods may not be accumulated nor may they be used to "make-up" time.

#### **19.4 Meal Periods**

A. Except for employees who are assigned to a straight eight (8) hour shift, full-time employees shall normally be allowed a meal period of not less than thirty (30) minutes or not more than sixty (60) minutes which shall be scheduled near the middle of the work shift. Meal periods taken shall not be counted as part of total hours worked.

B. When employees assigned to a straight eight or more hour shift are assigned by the employer to training, a committee, task force, or a special project, an unpaid meal period of not less than thirty (30) minutes nor more than sixty (60) minutes shall be granted and scheduled near the middle of the work shift.

C. Employees working more than five (5) hours per day, but less than eight (8) hours per day shall be entitled to a meal period of at least thirty (30) minutes. Meal periods shall not be counted as part of total hours worked.

#### **19.5 Set Up/Shut Down Time**

Time necessary to "set up" and/or "shut down" a State function shall be part of the employee's workday.

#### **19.6 Flexible Work Hours**

A. Upon request by the Union or an employee, the State shall not unreasonably deny a request for flexible work hours, an alternate workweek schedule or reduced workweek schedule. Employees who have flexible work hours or are placed on an alternate workweek or reduced workweek schedule will comply with procedures established by the department.

B. Any denial of requests made under subsection A. shall be provided in writing. In addition, a department head or designee may, upon thirty (30) days notice to affected employees cancel or make permanent changes to flexible work hours, alternate work schedules, or reduced work time schedules.

C. An "alternate workweek schedule" is a fixed work schedule other than standard work hours. "Flexible work hours" allows for the change of work schedules on a daily basis. "Reduced work time" is defined in Government Code Sections 19996.20 through 19996.29.

### **19.7 Exchange of Time Off - Multi-Shift Operations**

A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided:

1. The employees make a written request to their supervisor(s) at least twenty-four (24) hours prior to the exchange;
2. The supervisor(s) approve the exchange; and
3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential), which they would not have otherwise received.

B. Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, he/she shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment; however, in the event the employee fails to report for duty because of illness or injury, he/she may be required to provide medical verification in accordance with Section 8.2 of this agreement.

C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for 180 calendar days from the date of the missed exchange.

E. All exchanges must occur during the same workweek.

E. Probationary employees are excluded from participating in exchanges of time off.

F. No exchange shall result in an employee working double shifts.

G. This section is not subject to the grievance and arbitration procedure of this agreement.

### **19.8 Work In Multiple Time Zone**

When traveling into a different time zone, the first day's time is computed using the time zone in which the employee started. The time worked on subsequent days is computed by using the time zone in which the employee is working. The time worked on the return trip is computed using the time zone from which the employee departed.

### **19.9 Call Back Time**

- A. An employee who has completed a normal work shift, when ordered back to work, shall be credited with a minimum of four (4) hours work time provided the call back to work is without having been notified prior to completion of the work shift, or the notification is prior to completion of the work shift and the work begins more than three (3) hours after the completion of that work shift.
- B. When such an employee is called back under these conditions within four (4) hours of the beginning of a previous call or an additional call is received while still working on an earlier call back, the employee shall not receive an additional four (4) hours credit for the new call back.
- C. When such an employee is called back within four (4) hours of the beginning of the employee's next shift, call back credit shall be received only for the hours remaining before the beginning of the employee's next shift.
- D. When staff meetings, training sessions, or work assignments are scheduled on an employee's authorized day off, the employee shall be credited with a minimum of four (4) hours of work time. When staff meetings and training sessions are scheduled on an employee's normal workday and outside the employee's normal work shift, overtime compensation shall be received in accordance with the rules governing overtime.
- E. For reporting purposes, compensable time begins when the employee reports to the job site or begins work from a site approved by the department head or designee.

### **19.10 Standby Time**

- A. "Standby" is defined as the express and absolute requirement that an employee be available during specified off-duty hours to receive communication regarding a requirement to return to work and be fit and able to return to work, if required. It shall not be considered standby when employees are contacted or required to return to work but have not been required to be available for receipt of such contact.
- B. Each department or designee may establish procedures with regard to how contact is to be made (e.g., electronic paging device, phone) and with regard to response time while on standby.
- C. An employee who is required to be on standby status will be compensated in the following manner: for every eight (8) hours on standby, an employee shall receive two (2) hours of compensating time off (CTO).
- D. No standby credit will be earned if the employee is called back to work and receives call back credit.
- E. Standby and CTO credited as a result of standby shall not be considered time worked for purposes of qualifying for overtime.

## **ARTICLE 20 – WORK AND FAMILY PROGRAMS**

A. The parties agree that work and family programs have a positive impact on employee productivity and morale, as well as the productivity of the State and its business. Program topics may include, but are not limited to childcare, children's health, elder care, family leave and a variety of other programs, such as hardship transfers, and domestic violence leave.

B. The State agrees to establish a State Labor-Management Work and Family Advisory Committee with management and labor co-chairs to identify alternatives to assist State employees in addressing family needs and to encourage State employees to participate in work and family programs. The committee shall be comprised of an equal number of union and management representatives. Membership on the committee is open to all union bargaining units that want to participate. The union shall have four (4) representatives. Those representatives who are State employees shall serve without loss of State compensation. The committee shall meet and report regularly and shall issue a report with recommendation for implementation of work and family programs by June 1, 2000. One management appointed employee and one State employee, appointed by the Union, shall serve the committee full time until July 1, 2000. The State employee appointed by the union shall serve without loss of compensation.

C. The State employer agrees to establish a Work and Family Fund. On July 1, 2000, the State employer will appropriate \$5,000,000 in funds to the Work and Family Fund which shall be administered by the Department of Personnel Administration. The amounts to be allocated and expended annually from the Work and Family Fund shall be determined by the Department and the State Labor-Management Work and Family Committee.

D. The Union agrees to support legislation that would establish and maintain the Work and Family Fund.

## **ARTICLE 21 - MISCELLANEOUS**

### **21.1 Telecommute/Telework Program**

A. Where operational considerations permit, a department may establish a telework program. If the telework arrangement conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework shall be unreasonably denied. Such programs shall operate within the policies, procedures, and guidelines established by the Telework Advisory Group, as described in the Telecommuting Work Option: Information Guidelines and Model Policy, June 1992.

B. Formal written telework or telecommuting policies and programs already adopted by departments before the date of this Contract will remain in effect during the term of this MOU.

C. Departments that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify the Union. Within thirty (30) calendar days of the date of such notification, the Union may request to meet and confer over the impact of a telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program. Items of discussions may include concerns of layoff as a result of a telecommuting/telework program, performance or productivity expectations or standard changes; access to necessary office space in the State work sites on non-telecommuting days; and equipment, supplies, phone lines, furniture, etc.

D. Telework is defined as performing work one (1) or more days per pay period away from the work site to which the employee is normally assigned (e.g., "hoteling"). Such locations must be within a preapproved work space and during preapproved work hours inside the teleworker's residence, telework centers, or other offices of the State, as approved pursuant to the department's telework policy and guidelines. A teleworker is a State employee who engages in telework.

## **21.2 Electronic Monitoring**

If an employee believes that the State's use of current or future technology is being used for the purpose of harassment he/she may grieve such action under Article 6.

## **21.3 Class A and Class B Commercial Driver's License**

### **A. Training**

Each department, at the request of an employee required to upgrade his/her current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements because of the new State Law effective January 1, 1989, will make available to the employee any information prepared by the Department of Motor Vehicles (DMV) covering the commercial driver's license examination and any video training programs, relating to the obtaining of a commercial driver's license, which become available to the State.

### **B. Medical Examinations**

1. Effective with the signing of this agreement, the State agrees to pay the cost of medical examinations for employees required to have either a Class A or Class B driver's license, provided the employees either receive their exams from a contractor physician or clinic, or are specifically authorized in advance to be examined by their personal physician, and to be reimbursed for the cost upon presenting a voucher from the examining physician.

2. The State will pay the cost of a second medical examination and/or referrals by the examining physician, not to exceed the cost of the first medical examination provided that:
  - a. The employee fails the first medical examination, or the certification submitted is not accepted by DMV; and
  - b. A second medical examination is authorized and conducted; and
  - c. The second medical certification is accepted by DMV. The State will not reimburse the employee for a second medical that sustains the results of the first. Costs for additional medical reexamination shall be the responsibility of the affected employee.

C. Fee Reimbursements

1. Each department will reimburse a permanent employee for filing and examination fees associated with obtaining the appropriate commercial driver's license and endorsement(s) if the employee is: (1) in a classification that requires the operation of equipment which requires either a Class A or Class B commercial driver's license and any endorsement(s), or (2) the classification designated by the department requires the employee to upgrade his/her driver's license to a Class A and/or Class B commercial driver's license and any endorsement(s), or (3) in a classification where a Class A and/or Class B commercial driver's license is an additional desirable qualification, provided:
  - a. The employee is authorized at least ten (10) workdays in advance by his/her supervisor to take the examination;
  - b. The employee has a valid, current medical certification acceptable to DMV.
  - c. The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).
2. Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with obtaining a license as required by DMV.
3. The State will not pay any additional cost incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.
4. Reimbursement for commercial driver's license fees will be for that portion of the commercial driver's license fee [including the cost of endorsement(s) required by the appointing power] which exceeds the cost of the regular noncommercial Class C driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.

D. Release Time for Class A and/or Class B Commercial Driver's License and Medical Examination

1. Upon ten (10) workdays advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for a permanent employee, [NOTE: This language needs to be modified since the Commercial Driver's License Section is 12.8 in the Unit 1 Contract, 21.18 in the Unit 3 Contract, a Side letter in the Unit 4 Contract, and 12.5 in the Unit 11 Contract. Suggestion: Remove "as defined in Section 12.8" and replace with the word, "required"], to take the Class A and/or B commercial driver's license examination and related medical examinations(s), provided:
  - a. The examination is scheduled during the employee's scheduled work hours; and
  - b. The examination does not interfere with the operational needs of the department.
2. If the employee's examination is rescheduled by the examining physician or by DMV, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.
3. Upon ten (10) workdays advance notice the department will allow the employee to use a State owned or leased vehicle or equipment appropriate for the Class A and/or Class B commercial driver's license examination. It is understood by the parties that use of the equipment or vehicle may be delayed for operational reasons.

## ARTICLE 22 - ENTIRE AGREEMENT AND DURATION

### 22.1 Entire Agreement

A. This Contract sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters is hereby superseded. Except as provided in this Contract, it is agreed and understood that each party to this Contract voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Contract.

With respect to other matters within the scope of negotiations, negotiations may be required as provided in subsection B. below.

B. The parties agree that the provisions of this subsection shall apply only to matters which are not covered in this Contract.

The parties recognize that it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify the Union of the proposed change thirty (30) days prior to its proposed implementation.

The parties shall undertake negotiations regarding the impact of such changes on the employees when all three of the following exists:

1. Where such changes would affect the working conditions of a significant number of employees.
2. Where the subject matter of change is within the scope of representation pursuant to Ralph C. Dills Act.
3. Where the Union requests to negotiate with the State.

An agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Contract. If the parties are in disagreement as to whether a proposed change is subject to this subsection, such disagreement may be submitted to the arbitration procedure for resolution.

The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to Section 3518 of the Ralph C. Dills Act.

## **22.2 Duration**

A. Unless a specific provision provides for a different effective date, the terms of this Contract shall go into effect on July 1, 1999 and shall remain in full force and effect through and including July 2, 2001.

B. The Union reserves the right to reopen negotiations after March 1, 2001, by giving the State written notice.

## **SIDE LETTERS**

### **SIDE LETTER #1 - The Pay Plan**

Unit 4 hereby agrees to support putting the following changes to Article 5. of the Department of Personnel Administration regulations into effect provided all bargaining units agree to the same.

#### **599.666.2 THE PAY PLAN**

As used in this Article, terms are defined as follows:

1. "Salary range" is the range of rates between, and including, the minimum and maximum rate currently authorized for the class;
2. "Step" for employees compensated on a monthly basis is a 5 percent differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a 5 percent differential above or below a rate rounded to the nearest dollar and cents amount. One-step higher is calculated by multiplying the rate by 1.05 (e.g.,  $\$2,300 \times 1.05 = \$2,415$ ). One-step lower is calculated by dividing the rate by 1.05 (e.g.,  $\$2,415 \div 1.05 = \$2,300$ );



3. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and for employees compensated on a daily or hourly basis is any one of the dollar and cents amounts found within the salary range.

4. "Range differential" is the difference between the maximum rate of two salary ranges;

5. "Substantially the same salary range " is a salary range with the maximum salary rate less than two-steps higher than or the same as the maximum salary rate of another salary range.

6. "Higher salary range" is a salary range with the maximum salary rate at least two-steps higher than the maximum salary rate of another salary range;

7. "Lower salary range" is a salary range with the maximum salary rate any amount less than the maximum salary rate of another salary range.

Unless otherwise provided, the lowest salary range currently authorized for the class is used to make salary comparisons between classes except for deep classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movement between classes and salary ranges.

#### 599.668.1 CORRECTION OF UNDERPAYMENT

The effective date of correction of any salary rate to which an employee is entitled under Sections 599.676, 599.676.1, 599.679, 599.679.1, 599.681, 599.681.1, 599.683, 599.683.1, 599.685, 599.685.1, 599.688, 599.688.1, 599.689, or 599.689.1 shall be as of the time earned except that it shall not be prior to three years from the date the corrective action was initiated.

#### 599.673.1 ENTRANCE RATE

1. The minimum limit in the salary range for each class is the entrance rate except as otherwise provided in the act or in these rules. The appointing power may authorize a higher entrance rate upon finding that the higher rate is required because of labor market conditions or to hire a person with extraordinary qualifications. The appointing power shall document the reasons for the higher entrance rate, as specified by the Department of Personnel Administration.

2. When there is more than one salary range for a class, the Department of Personnel Administration shall provide criteria to determine:

a. The range to which a position shall be assigned or the range which an employee shall receive,

b. Which rate in the range shall be received upon movement between ranges in the class, and

c. The conditions under which movement may be made from one range to another.

599.674.1 RATE ON MOVEMENT BETWEEN CLASSES WITH SUBSTANTIALLY THE SAME SALARY RANGE

1. Such movement may be in the same or to another department and by transfer, appointment from an employment list, temporary appointment, or reinstatement other than mandatory.
2. Except as provided in Section 599.690 for trade rate classes the salary rate payable to a permanent or probationary employee upon movement without a break in service between classes with substantially the same salary range shall be established as follows:
  - a. When moving to a class with the same salary range or a range not to exceed one-step higher at the maximum, the employee may, as recommended by the appointing power, receive any rate in the salary range not to exceed the total of the range differential between the maximum salary rates.
  - b. When moving, other than from a promotional employment list, to a class with a salary range more than one-step higher at the maximum, the employee may, as recommended by the appointing power, receive any rate in the salary range not to exceed one-step above the rate last received. When moving to this class by an appointment from a promotional employment list, the employee shall be entitled to the rate in the salary range one-step above the rate last received.

If the employee receives an increase, a new salary adjustment anniversary date is established subject to the provisions of Sections 599.682, 599.682.1, 599.683.1, and 599.685.1 otherwise the salary adjustment anniversary date is retained.

599.675.1 RATE ON MOVEMENT TO CLASS WITH LOWER SALARY RANGE

1. Such movement may be in the same or to another department and may be by appointment from an employment list, temporary appointment, voluntary demotion, disciplinary demotion, or reinstatement under Government Code Section 19140. The provisions of this section do not apply to demotion in lieu of layoff or demotion under Section 19253.5 after medical examination.
  - a. Except as provided in Section 599.690 for trade rate classes, a permanent or probationary employee who without a break in service moves to a class with a lower salary range may receive any rate in the salary range provided it does not exceed the rate the employee last received. The employee's salary adjustment anniversary date shall be as provided under Sections 599.682, 599.682.1, 599.683, 599.683.1, 599.685, and 599.685.1 unless the appointing power and employee agree designate a different date.

b. Upon appointment to a deep class and to prevent a loss of salary because of ineligibility for appointment to a higher alternate salary range, the employee may receive a plus adjustment in addition to his/her base salary rate to equal the rate the employee last received. If a salary range change occurs before the employee progresses to the higher alternate range, the employee shall be eligible for any related salary adjustments, as they may be specified by the Department of Personnel Administration under Section 599.688.1 or 599.689.1. Upon movement to the higher alternate salary range, the employee may move to the salary rate within the salary range that equals the combined rate of their base salary and the plus adjustment unless the provision of Section 599.681.1 provides a greater benefit.

#### 599.676.1 RATE ON MOVEMENT TO CLASS WITH HIGHER SALARY RANGE

1. Such movement may be in the same or to another department and by appointment from an employment list, by temporary appointment, or by reinstatement.
2. Except as provided in Section 599.690 for trade rate classes, a permanent or probationary employee who, without a break in service, moves to another class with a higher salary range shall be entitled to the rate in the salary range one-step above the rate last received. If the movement is between two classes, one of which has an established rate of compensation other than a monthly rate, and the increase resulting from such adjustment amounts to less than one step in the salary range for a higher class, the employee shall be entitled to the next higher rate in the salary range which provides a one-step increase.
3. A new salary adjustment anniversary date is established subject to the provisions of Sections 599.682.1, 599.683.1, and 599.685.1.

#### 599.677.1 RATE ON REAPPOINTMENT OR REINSTATEMENT

1. Upon the determination of the appointing power that it is in the best interest of the State, an employee who is reappointed or reinstated, is provided the following:

Unless otherwise provided under 2. the employee shall receive the following:

- a. As applicable, the employee shall receive the salary rate entitled to under Government Code Sections 19141, 19253.5, 19997.9, 19997.12, and 19775.6.
- b. Following a temporary separation, the employee shall receive the salary rate received at the time of separation, adjusted for salary range changes for the class since the separation.

c. In cases not covered by a. or b., the employee may receive any rate in the salary range not to exceed the salary rate received at the time of separation, adjusted for salary range changes for the class since the separation.

2. The appointing power may authorize a higher salary rate than allowed in 1. because of labor market conditions, recognition of prior service or extraordinary qualifications. The appointing power shall document the reasons for the higher salary rate, as specified by the Department of Personnel Administration.

3. The salary adjustment anniversary date is established subject to the provisions of Sections 599.682, 599.682.1, 599.683, 599.683, 599.685, 599.685.1, 599.687, and 599.687.1.

4. The Department of Personnel Administration may establish guides to be used in the application of this rule.

#### 599.678 RATE ON REAPPOINTMENT OR REINSTATEMENT AFTER TEMPORARY SEPARATION

1. Reentry into State service may be in the same or another department and by appointment from a reemployment employment list or reinstatement.

2. A person who is reappointed or reinstated within the period of reinstatement or reemployment list eligibility after temporary separation shall, if not entitled to a higher rate under Sections 19141, 19253.5, 19997.9, 19997.12, and 19775.6, of the act, receive a salary rate as follows:

a. To the same class, the salary rate received at the time of separation adjusted for the salary range changes for the class since the separation.

b. To another class with substantially the same salary range as the class from which separated, the salary rate may be either the same salary rate the employee would receive if appointed to such former class or the rate in salary range which does not exceed the total number of range differentials above or below the rate the employee would receive if appointed to such former class.

c. To a different class which has a lower salary range than the class from which separated, a salary rate not to exceed the salary rate last received in the class from which separated, adjusted for the salary range changes of the latter class since separation.

d. This Department of Personnel Administration Regulation does not apply to State employees in State bargaining units.

#### 599.679.1 RETENTION OF SALARY ABOVE THE MAXIMUM UPON MOVEMENT BETWEEN CLASSES

1. Upon movement without break in service to a class with a higher salary range, an employee receiving salary above the maximum shall be entitled to a promotional adjustment as provided by these regulations unless such rate exceeds the maximum of the new class. In this event, the employee shall be entitled to the same rate as was received in the class the employee left until such time as the maximum of the new class equals or exceeds this rate.

2. Upon movement without a break in service to a class with a salary range that is two steps or more lower, an employee shall be entitled to the same dollar differential above the step to which entitled in the lower class as received in the higher class, until such time as the maximum of the new class equals or exceeds this rate. Such movement may be in the same or to another department and may be by appointment from an employment list, temporary appointment, voluntary demotion, disciplinary demotion, or reinstatement under Government Code Section 19140.

3. Upon movement without a break in service to a class with substantially the same salary range not covered by 1. or 2., an employee shall be entitled to the same rate received in the class left until such time as the maximum of the new class equals or exceeds this rate. Such movement may be in the same or to another department and by transfer and may be by appointment from an employment list, temporary appointment, voluntary demotion, or reinstatement under Government Code Section 19140.

#### 599.681.1 MOVEMENT BETWEEN ALTERNATE RANGES

1. Unless otherwise authorized by alternate range criteria, when an employee qualifies under established criteria and moves from one alternate salary range to another alternate salary range of a class, the following shall apply.

a. Upon meeting deep class criteria, the employee shall receive the rate in the new salary range one-step above the rate last received. A new salary anniversary date shall be established subject to Sections 599.682.1, 599.683.1, and 599.585.1.

b. In instances not covered by (a) or specific alternate range criteria, the employee shall receive an increase or a decrease equivalent to the total of the dollar difference between the maximum salary rates of the alternate salary ranges. The employee's salary adjustment anniversary date is retained.

#### 599.682.1 QUALIFYING SERVICE FOR MERIT AND SPECIAL IN-GRADE SALARY ADJUSTMENT

1. Except as provided in Section 599.675.1, 599.687, or 599.687.1 one month of qualifying service for merit and special in-grade salary adjustments shall be counted for each monthly pay period which meets the conditions of Section 599.675.1 or 599.608 and has been:

- a. In the State civil service or in an exempt appointment or office as provided in Government Code Section 19141, and
- b. In the same class or in another class except for classes with a salary range that are two steps or more lower; and
- c. Under any of the following types of appointments:
  - 1. A permanent appointment
  - 2. A Career Executive Assignment appointment.
  - 3. A temporary, emergency, or limited-term appointment preceding a mandatory reinstatement.
  - 4. At the discretion of the appointing authority, credit may also be given for: a temporary appointment in a seasonal class; or a temporary or special limited-term appointment or, a temporary, emergency or limited-term appointment not covered by 3. above.

#### 599.683.1 MERIT SALARY ADJUSTMENT

1. If the appointing authority certifies in the manner prescribed by the Department of Personnel Administration that the employee has met the standards of efficiency required for the position, the employee who is not paid at the maximum step of the salary range shall receive a merit salary adjustment equivalent to 5 percent in the salary range provided that rate does not exceed the maximum salary rate effective on the first of the monthly pay period next following completion of:

- a. Twelve months of qualifying service after:
  - (1) Appointment; or
  - (2) Last merit salary adjustment ; or
  - (3) Last special in-trade salary adjustment; or
  - (4) Movement between classes which resulted in a salary increase of five percent; or
- b. When movement between classes results in a salary increase of less than 5 percent, the Department of Personnel Administration shall provide that the number of months of qualifying service be proportionately reduced from 12 to the number of months of qualifying service that will permit the employee to receive approximately the same annual salary the employee would have received with a 5 percent increase.
- c. This section shall not apply to Bargaining Unit 8

#### 599.684.1 APPEAL FROM MERIT AND SPECIAL IN-GRADE SALARY ADJUSTMENT ACTION

When an employee has not met the standards of efficiency required for the position, the supervisor shall so certify in the manner prescribed by

the Director of the Department of Personnel Administration or the Department of Personnel Administration and shall recommend that the merit or special in-grade salary adjustment not be granted. In such cases, the adjustment shall not normally be considered again in less than three months. An employee whose merit or special in-grade salary adjustment will not be recommended by the supervisor shall be informed of the reasons for such action before the certification is made by the supervisor. The employees shall be informed in writing of denial prior to the effective date of the merit or special in-grade salary adjustment. Within 10 days after the employee is informed that the merit or special in-grade salary adjustment will not be recommended, the employee may file a written request with the appointing power for reconsideration under the agency's Grievance Procedure. The employee may appeal to the Department of Personnel Administration within 15 days after having exhausted the departmental remedy as herein specified. In such appeal the determination of the appointing power to withhold a merit or special in-grade salary adjustment shall be sustained if supported by substantial evidence.

#### 599.685.1 SPECIAL IN-GRADE SALARY ADJUSTMENT

1. If the appointing authority certifies in the manner prescribed by the Department of Personnel Administration that the employee has met the standards of efficiency required for the position, the employee who is paid at the minimum step of the salary range in a class designated by the Department of Personnel Administration may receive a special in-grade salary adjustment to the second step of the salary range effective on the first of the monthly pay period next following completion of:

- a. Six months of qualifying service after the appointment; or
- b. As otherwise may be provided by the Department of Personnel Administration. When movement between classes to the minimum step results in a salary increase of less than one step, the Department of Personnel Administration shall provide that the months of qualifying service be proportionately reduced from 6 to the number of months of qualifying service that will permit the employee to receive approximately the same annual salary the employee would have received upon appointment to the minimum step with 5 percent increase.

#### 599.687.1 EFFECTS OF BREAKS IN STATE SERVICE ON MERIT AND SPECIAL IN-GRADE SALARY ADJUSTMENT

1. Periods of absence from State service resulting from a permanent separation shall not be counted as qualifying service for merit salary adjustments and special in-grade salary adjustments.
2. Any monthly pay period in which an employee has been absent as a result of a temporary separation of 11 working days or less, may be disqualified for merit salary adjustment or special in-grade salary adjustment if the supervisor certifies that the absence had affected the

employee's ability to meet the standard of efficiency required for the position during the month.

3. Periods of absence from State service for the following reasons shall be counted as qualifying service for merit and special in-grade salary adjustments:

- a. Military leave and periods of rehabilitation provided by Section 19780 of the Government Code.
- b. Time during which the employee is receiving temporary disability for injury or disease as provided in Section 19991.4 of the Government Code.
- c. Time during which the employee is receiving paid educational leave as provided in Section 19991.7 of the Government Code.

4. Month pay periods of qualifying service which immediately precede and follow a return from a temporary separation from service shall be added together for merit and special in-grade salary adjustments. At this discretion of the appointing authority monthly pay periods of qualifying service which immediately precede and follow a return from a permanent separation from service may be added together for merit salary adjustment only.

#### 599.688.1 EFFECT OF REALLOCATION OF POSITIONS.

When the State Personnel Board divides a class into two or more separate classes, or consolidates two or more classes into single class and grants status to incumbents, the Department of Personnel Administration shall negotiate salary eligibility with the employee organization(s) which represent the affected employee. Incumbent employees shall receive reduction in salary as result of the classification separation or consolidation.

#### 599.689.1 EFFECT OF SALARY RANGE CHANGES

1. Unless otherwise provided by the Department of Personnel Administration, whenever the salary range for a class is changed, the salary of each incumbent in the class on the date the range change was made effective shall be adjusted by the total of the range differentials between the maximum salary rates and shall retain the same salary adjustment anniversary date. When range changes are made effective retroactively, incumbents in the class between the effective date of the range change and the date of Department of Personnel Administration action, inclusive, shall also receive the same adjustment.

2. When salary range changes become effective the same date as an employee's salary adjustment anniversary date, the employee shall first receive any salary adjustment to which entitled and then receive the range differential adjustment.

3. When salary range changes become effective the same date as an employee's promotion, the salary adjustments shall be made in such



order that the employee shall gain the maximum benefit from the adjustments.

#### 599.795.1 Performance Appraisal of Probationers

A report of the probationer's performance shall be made to the employee at sufficiently frequent intervals to keep the employee adequately informed of progress on the job. A written appraisal of performance shall be made by employee's appointing power or designee within 10 days after the end of each one-third portion of the probationary period. If the employee is rejected during the probationary period, a final report may be filed for the period not covered by previous reports. The foregoing provisions shall be construed as directory.

#### **SIDE LETTER #2 - Domestic Partners**

Should legislation pass during the term of this agreement regarding changes in eligibility of domestic partners for health benefits, the Union and the State agree that those legislative provisions shall apply to Unit 4 employees.

#### **SIDE LETTER #3 - Court Decisions**

If during the term of this agreement the United State Supreme Court declares that State employees may not enforce in State and Federal court their rights under the Americans with Disabilities Act (ADA), the federal Family Medical Leave Act (FMLA), or the federal Age Discrimination in Employment Act (ADEA) the parties will, upon request, meet and confer over the impact of such a ruling.

#### **SIDE LETTER #4 - Public Contract Code**

##### EXEMPTING DEPARTMENT OF PERSONNEL ADMINISTRATION FROM PUBLIC CONTRACT CODE

A. The Union agrees to support legislation to amend Sections 10295 and 10430 and add Section 10344.2 to the Public Contract Code to read

1. Section 10295 of the Public Contract Code is amended to read:
  - a. 10295. All contracts entered into by any State agency for (a) the hiring or purchase of equipment, supplies, materials, or elementary school textbooks, (b) services, whether or not the services involve the furnishing or use of equipment, materials, or supplies or are performed by an independent contractor, (c) the construction, alteration, improvement, repair, or maintenance of property, real or personal, or (d) the performance of work or services by the State agency for or in cooperation with any person, or public body, are void unless and until approved by the department. Every such contract shall be transmitted with all papers, estimates, and recommendations concerning it to the

department and, if approved by the department, shall be effective from the date of the approval. This section applies to any State agency that by general or specific statute is expressly or impliedly authorized to enter into transactions referred to in this section. This section does not apply to any transaction entered into by the Trustees of the California State University or by a department under the State Contract Act or the California State University Contract Law, any contract of a type specifically mentioned and authorized to be entered into by the Department of Transportation under Section 14035 or 14035.5 of the Government Code, Sections 99316 to 99319, inclusive, of the Public Utilities Code, or the Streets and Highways Code, any contract entered into by the Department of Transportation that is not funded by money derived by State tax sources, but, rather, is funded by money derived from Federal or local tax sources, any contract entered into by the Department of Personnel Administration for State employees, as defined in Section 19815 in the Government Code, for employee benefits, occupational health and safety, training services, or combination thereof, any contract let by the Legislature, or any contract entered into under the authority of Chapter 4 (commencing with Section 11770) of Part 3 of Division 2 of the Insurance Code.

b. Provided that any such contracts entered into by the Department of Personnel Administration shall not diminish or displace existing State employees.

#### **SIDE LETTER #5 – Second Notice Request for Arbitration**

If the second notice request for arbitration of grievances filed prior to July 1, 1998, is not received within six (6) months of the ratification of this agreement by both parties, the grievance is withdrawn.

#### **SIDE LETTER #6 - Next Step Program**

The parties agree that Government Code Section 19876.5, 21159, 21160, 21161, and 21195 do not apply to Unit 1, 3, 4, and 11 employees. This means that Unit 4 employees shall no longer participate in the Next Step Program.

#### **SIDE LETTER #7 – Set Aside Resignations and AWOL Separations**

No later than sixty (60) days from the ratification of this Contract by both parties, the Union and the State shall meet for the purpose of discussing the processing of appeals of set aside resignations and AWOL separations under the grievance and arbitration procedure.

### **SIDE LETTER #8 - DMV New Classification**

Upon approval by the Department of Personnel Administration, the Department of Personnel Administration on behalf of the Department of Motor Vehicles will submit to the State Personnel Board a proposal to establish a superjourney lead level Senior Motor Vehicle Technician class. The proposed salary range will be a minimum of seven percent (7%) above the Motor Vehicle Technician, Range B. The proposed new classification is expected to be established by November 30, 1999.

### **SIDE LETTER #9 - Recruitment and Retention Differential Study - DMV**

The Department of Motor Vehicles (DMV) is committed to recruit and retain qualified employees in their field offices. DMV agrees to conduct a recruitment and retention study for the Motor Vehicle Field Representative Classification.

- A. The study shall commence within thirty (30) days from the date this Contract is ratified.
- B. The State will complete the study by January 1, 2000
- C. The State agrees to provide a copy of the completed study to the Union and meet and confer with the Union prior to any implementation.

### **SIDE LETTER #10 - California State Lottery (CSL) Scratcher Sales Bonus**

The provisions of this section shall become effective with the first complete quarter following the effective date of this Contract.

CSL reserves the right to manage the variety and quantity of Scratcher products offered for sale in order to stay within its budgetary and legal mandates.

The classifications of Lottery Ticket Sales Specialist (LTSS) and Lottery Ticket Sales Senior Specialist (LTSSS) shall be eligible to receive sales bonuses as governed by the following provisions:

- A. The sales bonus shall be based solely on sales of Scratcher products. Scratcher product sales are defined as only those packs that have been financially settled by retailers. Prior to the beginning of each new quarter of the fiscal year, the CSL Director or designee shall set a statewide sales goal for Scratcher products. The statewide sales goal is then broken down into "market shares" for each individual "retailer assignment." Individual achievement for bonus eligibility is measured against the "marked share" established for the individual retailer assignment.
- B. CSL Sales Department shall issue a quarterly report showing the percentage of statewide sales (commonly referred to as "market share) for Scratcher products for each retailer assignment. The market share of each sales area is defined as the percentage contribution of the employee's retailer assignment to actual statewide sales during the quarter ending one quarter prior to the "goal quarter," also identified as the "quarter before last."

Example: The goal of Quarter 1 of FY 99-00 is based upon market share from Quarter 3 of 98/99.

C. Upon completion of each quarter and a qualifying period as defined in subsection G., if the retailer assignment achieves at least the first level sales goal in Scratcher products, the eligible employee receives the appropriate bonus award for that level. Subsequent awards are based upon achieving greater sales levels for the Scratcher-only products.

Example: If a retailer assignment achieves Level 1 goal in Scratcher sales, the participant receives Level 1 bonus.

D. Bonus levels and corresponding dollar awards attributable to each level are listed below:

<b>BONUS LEVEL % OF SALES GOAL ACHIEVEMENT</b>	<b>LEVEL 1 102%</b>	<b>LEVEL 2 105%</b>	<b>LEVEL 3 108%</b>	<b>LEVEL 4 112%</b>
Lottery Ticket Sales Specialist	\$300	\$600	\$900	\$1,200
Lottery Ticket Sr. Sales Spec.	\$300	\$600	\$900	\$1,200

E. Each eligible employee described below shall be required to work a qualifying period as defined in subsection G. to be eligible for bonus.

1. A full-time employee who works a qualifying period and who works a single regular retailer assignment during the quarter shall be eligible for the appropriate level bonus achieved by that retailer assignment during that quarter.
2. An intermittent employee who works a qualifying period and who works a single regular retailer assignment during the quarter shall be eligible for the appropriate level bonus achieved by that retailer assignment during that quarter.
3. An intermittent employee who works a qualifying period and who works more than one retailer assignment in either the North or the South region during the quarter shall be eligible for the appropriate level bonus achieved by that region.
4. An intermittent employee who works a qualifying period and who works more than one retailer assignment in both the North and South regions during the quarter shall be eligible for the appropriate level bonus achieved by the State.
5. A part-time employee who works a qualifying period shall be eligible for a percentage of the bonus dollar amount consistent with the employee's time base. The qualifying period as defined in subsection G. shall be prorated to the time base.

Example: A  $\frac{3}{4}$  time employee who works a qualifying period and who achieves Level 1 sales shall be eligible to receive  $\frac{3}{4}$  of the dollar amount for that level. The qualifying period for eligibility is proportionately reduced by 25 percent (25%).

F. For purposes of this bonus provision, the following definitions shall apply:

1. "Qualifying period" is defined as actually working a regular retailer assignment no less than 65 percent (65%) of actual available work hours in a quarter, excluding holidays and weekends.

Formula: Thirteen weeks (91) days less weekends (26 days) multiplied by eight hours a day less holiday hours multiplied by 65 percent (65%) equals a qualifying period.

Example: A qualifying period in a thirteen (13) week quarter with no holidays would require the participant to work a regular retailer assignment 338 hours. A qualifying period in a quarter that has one holiday would require the participant to work a regular retailer assignment of 333 hours.

2. "Retailer assignment" is defined as a preassigned group of retailers for which the employee has Scratcher inventory management responsibilities either through the use of a Scratcher inventory management system or through regular retailer telephone activity. Retailer assignment does not include activity with retailers which are redirected to an employee because of coworker absences.

G. Bonus payments shall be made quarterly within sixty (60) days after the end of the quarter.

H. Bonuses paid pursuant to this section are excluded from compensation for retirement purposes.

I. Bonuses paid pursuant to this section are considered compensation for taxation purposes.

J. This section is grievable to Step 3 of the grievance procedure (Director, CSL).

#### **SIDE LETTER #11 - FTB Tax Program Technician Pay Differential**

The State agrees to pay a \$30 per month pay differential to the following employees of the Franchise Tax Board in recognition of the complex work load and level of skill and knowledge required to receive and respond to unassigned collection calls, business entity issue calls, and/or California district office public service counter contracts.

A. Full-time employees in the Tax Program Technician I and II classifications required to perform the work described above and permanently assigned to the Franchise Tax Board, Taxpayer Services Center Section, Tax Practitioner Support Group, or the district office public service counter.

B. Part-time and intermittent employees performing the duties described above shall receive the differential on a pro rate basis, according to their time base.

**SIDE LETTER #12 - Board of Equalization Information Center/800 Number and District Office Counter Differential**

The State agrees to pay a \$30 per month pay differential to Tax Technicians I/II/III employees of the Board of Equalization who perform at least 50 percent (50%) of their normal duties in the following assigned tasks, in recognition of the increased complexities and level of skills/knowledge required due to the implementation of the Automated Call Distribution System:

A. Full-time employees in Unit 4 assigned to the Information Center/800 Number, Customer and Taxpayer Services Division.

B. Full-time employees in Unit 4 assigned to the Board of Equalization District Offices performing taxpayer counter services.

C. Less than full-time employees assigned to the above duties shall receive the differential on a pro rate basis, according to their reduced time base.

**SIDE LETTER #13 - California State Lottery Call Center 800 Number**

The State agrees to pay \$30 per month pay differential to employees of the California State Lottery who perform full time as Call Center 800 Operators (Lottery Customer Service Division) in recognition of the increased complexities and level of skills and knowledge required due to the implementation of the Automated Call Distribution System.

**SIDE LETTER #14 - Employment Development Department (EDD)**

EDD and CSEA agree to meet to consider the feasibility of EDD providing a salary differential to Bargaining Unit 4 employees within EDD's Tax Branch whose primary duties are to provide direct customer service. Customer service duties include those performed by direct phone service, automated call distribution systems, and public counter. The joint EDD and CSEA meeting shall convene within six (6) months of the ratification of the Bargaining Unit 4 Memorandum of Understanding.

**SIDE LETTER #15 - Calendaring Function Differential**

Calendaring Function Differential - California Unemployment Insurance Appeals Board

The State agrees to add criteria D. to the Calendaring Function Differential for the Office Technician (Typing) class at the California Unemployment Insurance Appeals Board and will continue to pay \$150 per pay period as established May 1, 1997.

Criteria:

- A. All eligible full-time employees must be assigned sole responsibility for the hearing calendaring function.
- B. One employee per Field Operation's field office, per pay period, is eligible to receive this pay differential.
- C. An employee is eligible to receive this pay differential if he/she performs the hearing calendaring function for eleven (11) or more calendar days per pay period.
- D. Upon movement to another class in State service, an employee receiving compensation under this pay differential shall move from the combined rate (base salary plus pay differential) not to exceed the maximum of the class when computing the appointment rate.

#### **SIDE LETTER #16 - Hearing Reporters and Scopists (CPUC)**

Hearing Reporters, in addition to their base salary, will receive three dollars and twenty-five cents (\$3.25) for each "daily" or "expedited" page which is reported and/or proofread by that reporter as required. **Effective November 2, 1999, Hearing Reporters, in addition to their base salary, will receive one dollar and forty cents (\$1.40) per page for each "daily" or "expedited" page which is scoped and/or proofread by that hearing reported as required which may include completing final transcript and electronic (or otherwise) delivery thereof.** A qualified Hearing Reporter, in addition to their base salary, will receive one dollar and no cents (\$1.00) per page for setting up and reporting a "realtime" hearing. If more than one reporter works on a hearing, their collective page total shall not exceed the total pages for that hearing.

Scopists, in addition to their base salary, will receive one dollar and forty cents (\$1.40) per page for each "daily" or expedited" page which is scoped and/or proofread by that scopist as required. If more than one Scopist work on a hearing, their collective page total shall not exceed the total pages for that hearing.

A "daily transcript" is a transcript of a hearing of which the presiding officer or the Chief Reporter or a person assigned by the Chief Administrative Law Judge has requested be delivered (in hard copy or electronic form) the same day that the hearing has occurred. An "expedited transcript" is a transcript of a hearing of which the presiding officer or the Chief Reporter or a person assigned by the Chief Administrative Law Judge has requested to be delivered (in hard copy or electronic form) within seven calendar days of the hearing. A "realtime transcript" is a transcript of a hearing that will be delivered to the presiding officer or a party contemporaneously via a Computer Assisted Transcription (CAT) system. To qualify for per page rate pay all realtime, expedited and daily transcripts and respective page counts (reported or scoped) must be approved by the Chief Reporter or a person assigned by the Chief Administrative Law Judge.

## **SIDE LETTER #17 - Toll Collectors Night Shift**

Caltrans only: Toll Collector Night Shift Differential

A. Caltrans will pay a night shift differential to Toll Collectors whose regularly scheduled shifts include at least three (3) hours on the night shifts as defined in Section 11.4 of the 1999-2001 Unit 4 MOU. In all other respects the provisions in Section 11.4 will continue to apply to Caltrans Toll Collectors.

B. This provision will become effective July 1, 1999.

## **SIDE LETTER #18 – Pilot Post and Bid Program for Toll Collectors**

### **Post and Bid - Permanent Full-Time Toll Collector Classification, Department of Transportation (Caltrans)**

The Department of Transportation (Caltrans) and CSEA agree to a pilot Post and Bid Program for permanent full-time employees in the Toll Collector classification. The pilot will commence within sixty (60) days of the ratification of the MOU by the union and Legislature. Caltrans and CSEA agree to meet six (6) months from the implementation of the pilot program to evaluate its' effectiveness and the need to continue based on its' impact on the administrative personnel processes, operational/program needs, employee morale, training needs, and performance. Unless mutually agreed otherwise, this pilot program will be terminated on December 31, 2000.

Vacancy/Shift Assignment shall be deemed to exist when a position is unoccupied as a result of retirement, transfer, termination, reassignment, or new funding and the Department elects to fill the position based on the following criteria:

A. Eligibility to participate:

1. Employee must have permanent civil service status. Permanent status is when the employee has successfully passed his/her probationary period in the class.
2. Any employee appointed under the terms of this side letter must possess the requisite skills and abilities required of the position. Any employee who has sustained a disciplinary action or received a substandard performance report within the twelve (12) months preceding the occurrence of the vacancy, may, at the discretion of management, not be eligible for transfer.

B. Criteria to participate:

There will be a thirty (30) calendar day open Post and Bid period semiannually (January thru June and July thru December). The Post and Bid Vacancy/Shift Assignment requests shall be kept on file for the qualifying six (6) months.

C. Toll Collector vacant positions will be filled in the following order:



1. Permanent full-time Toll Collectors who are currently assigned to the toll bridge of the vacancy and who have a valid Post and Bid Request on file shall be offered first right of refusal to the vacancy in seniority order. Seniority is based on total months of State service. In cases of tied seniority, the decision will be made by lot.
2. Permanent intermittent Toll Collectors who are currently assigned to the toll bridge of the vacancy and who have a valid Post and Bid Request on file shall be offered first right of refusal to the vacancy in seniority order. Seniority is based on total months of State service. In cases of tied seniority, the decision will be made by lot.
3. If none of the local Toll Collectors with a Post and Bid Request on file accept the position, then permanent full-time Toll Collectors who are not assigned to the toll bridge with the vacancy and who have a valid Post and Bid Request on file shall be offered the position in seniority order based on total months of State service. In cases of tied seniority, the decision will be made by lot.
4. If none of the Toll Collectors in 1, 2, or 3, accept the position, then permanent intermittent toll collectors who are not assigned to the toll bridge with the vacancy and who have a valid Post and Bid Request on file shall be offered the job in seniority order based on total months of State service. In cases of tied seniority, the decision will be made by lot.
5. If either no Toll Collector with a valid Post and Bid Request accepts the position or there is no valid Post and Bid Request on file, the employer may then fill the vacancy as deemed necessary.

D. Time frames to accept and move to a new position:

1. Employees selected under the terms of this side letter shall have a maximum of five (5) workdays in which to accept or reject a job offer unless otherwise agreed by the hiring supervisor. Once the five (5) workdays have expired without response from the employee being considered for reassignment, the employer shall consider it a refusal of the job offer.
2. If a job offer is accepted, the employee will report when the department has completed the Post and Bid process. If a transfer reasonably requires a relocation in accordance with Section 12.2 of the MOU the employee has a maximum of thirty (30) calendar days to report to the new work location.
3. Employees being reassigned under this side letter waive any rights to claim moving and relocation expenses. This does not preclude payment of such expenses, at management's discretion.
4. This side letter does not preclude management from transferring employees for verifiable security, safety, or clearly articulated operational reasons.

**Permanent Intermittent Toll Collector's, Department of Transportation (Caltrans).**

A permanent intermittent position or appointment is a position or appointment in which the employee is to work periodically or for a fluctuating portion of the full time work schedule. A permanent intermittent employee may work up to 1500 hours in any calendar year based upon Government Code Section 19100 et. seq. The number of hours and schedule of work shall be determined based upon the operational needs of the department.

The Department of Transportation (Caltrans) and CSEA agree to a pilot Post and Bid Program for the conversion of permanent intermittent employees in the Toll Collector classification to full-time base. The pilot will commence within sixty (60) days of the ratification of the MOU by the union and Legislature. Caltrans and CSEA agree to meet six (6) months from the implementation of the pilot program to evaluate its' effectiveness and the need to continue based on its' impact on the administrative personnel processes, operational/program needs, employee morale, training needs, and performance. Unless mutually agreed otherwise, this pilot program will be terminated on December 31, 2000.

Vacancy/Shift Assignment shall be deemed to exist when a position is unoccupied as a result of retirement, transfer, termination, reassignment or new funding and the department elects to fill the position based on the following criteria:

A. Eligibility to participate:

1. The permanent intermittent employee must have at least an overall satisfactory appraisal within the last year.
2. The permanent intermittent must meet the requirements of SPB Rule 277.
3. Any employee appointed under the terms of this side letter must possess the requisite skills abilities required of the position. Any employee who has sustained a disciplinary action or received a substandard performance report within the twelve (12) months preceding the occurrence of the vacancy, may, at the discretion of management, not be eligible for transfer.

B. Criteria to participate:

There will be a thirty (30) calendar day open Post and Bid period semiannually (January thru June and July thru December). The Post and Bid Vacancy/Shift Assignment requests shall be kept on file for the qualifying six months.

C. Toll Collector vacant positions will be filled in the following order:

1. Permanent full time Toll Collectors who are currently assigned to the toll bridge of the vacancy and who have a valid Post and Bid Request on file shall be offered first right of refusal to the vacancy in seniority order. Seniority is based on total months of State service. In cases of tied seniority, the decision will be made by lot.
2. Permanent intermittent Toll Collectors who are currently assigned to the toll bridge of the vacancy and who have a valid Post and Bid Request on file shall be offered first right of refusal to the vacancy in seniority order. Seniority is based on total months of State service. In cases of tied seniority, the decision will be made by lot.
3. If none of the local Toll Collectors with a Post and Bid Request on file accept the position, then permanent full-time Toll Collectors who are not assigned to the toll bridge with the vacancy and who have a valid Post and Bid Request on file shall be offered the position in seniority order based on total months of State service. In cases of tied seniority, the decision will be made by lot.
4. If none of the toll collectors in 1., 2., or 3., accept the position, then permanent intermittent Toll Collectors who are not assigned to the toll bridge with the vacancy and who have a valid Post and Bid Request on file shall be offered the job in seniority order based on total months of State service. In cases of tied seniority, the decision will be made by lot.
5. If either no Toll Collector with a valid Post and Bid Request accepts the position or there is no valid Post and Bid Request on file, the employer may then fill the vacancy as deemed necessary.

**Time frames to accept and move to a new position:**

A. Employees selected under the terms of this side letter shall have a maximum of five (5) workdays in which to accept or reject a job offer unless otherwise agreed by the hiring supervisor. Once the five (5) workdays have expired without response from the employee being considered for reassignment, the employer shall consider it a refusal of the job offer.

B. If a job offer is accepted, the employee will report when the department has completed the Post and Bid process. If a transfer reasonably requires a relocation in accordance with Section 12.2 of the MOU the employee has a maximum of thirty (30) calendar days to report to the new work location.

- C. Employees being reassigned under this side letter waive any rights to claim moving and relocation expenses. This does not preclude payment of such expenses, at management's discretion.
- D. This side letter does not preclude management from transferring employees for verifiable security, safety, or clearly articulated operational reasons.

**SIDE LETTER #19 – Employee Recognition and Morale Program – Franchise Tax Board**

- A. The Franchise Tax Board agrees to establish the Employee Recognition and Morale Program to recognize individual employees and/or a group of employees for outstanding contributions on the job. All Unit 4 employees are eligible for recognition under the program.
- B. Recognition given under this program will be in the form of either monetary or non-monetary awards. Neither the amount of cash nor the value of a non-monetary award shall exceed \$50 per employee. Cash awards under this section are excluded from compensation for the purposes of retirement.
- C. The Director, Franchise Tax Board, or designee will develop the criteria for granting recognition.
- D. This section is not subject to Article 6 of this contract.

**SIDE LETTER #20 – Classification Study**

The State agrees to establish a joint labor/management committee to study the Office Assistant, Office Technician and Word Processing Technician classifications.

- A. The State agrees that the Union will have four representatives who will serve and participate on the committee without loss of compensation. The Union will provide a representative from each of the three classes being studied and a fourth representative of their choice. Management will have an equal number of representatives on the committee.
- B. The committee will conduct a study and present recommendations and alternatives within twelve months from the time the study commences.
- C. The State shall provide administrative support to the committee.
- D. Any recommendations resulting from this study are subject to approval by both parties.

### **SIDE LETTER #21 – Salary Adjustments**

Effective July 1, 1999, or the first pay period following ratification of this contract, whichever occurs later, the salary for the classifications of Dispatcher-Clerk (CR50), Dispatcher-Clerk, Caltrans (CR490), and Library Technician Assistant I (CG90) and the salary of the incumbents in the classifications shall be increased by five percent (5%). The increase shall be calculated by multiplying the base salary by 1.05. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.

### **SIDE LETTER #22 – State Special Schools Ten Month Compensation**

Within 90 days of ratification of this agreement, the State shall negotiate with CSEA the 10-month Compensation Agreement with the State Specials Schools. The State is committed to reaching a mutually satisfactory agreement with respect to this issue.

### **SIDE LETTER #23 – Department of Consumer Affairs Information Center/800 Number**

Effective December 1, 1999, the State agrees to pay \$30 per month pay differential to Program Technicians I/II employees of the Department of Consumer Affairs who perform at least 50% of their normal duties in the following assigned tasks, in recognition of the complex workload and level and knowledge required to receive and respond to consumer calls:

- A. Full-time employees in Unit 4 assigned to the Information Center/800 Number, Consumer Information Center.
- B. Full-time employees in Unit 4 assigned to the Contractor's State License Board call center.
- C. Less than full-time employees assigned to the above duties shall receive the differential on a pro rata basis, according to their reduced time base.

# ATTACHMENTS

## Salary Schedule

11/16/99	POC0089C	04 - OFFICE AND ALLIED		7/1/99	INCREASE	9/1/00	INCREASE	HWG	
		SCHEMATIC	CLASS	A/R	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM	
ACCOUNT CLERK II		CU70	1733		2023.00	2461.00	2104.00	2559.00	2
ACCOUNTING TECHNICIAN		CU80	1741		2258.00	2745.00	2348.00	2855.00	2
APPEALS ASSISTANT		CH85	1831		2525.00	3070.00	2626.00	3193.00	2
ASSISTANT CLERK		CA73	1123		1585.00	1926.00	1648.00	2003.00	2
BENEFIT PROGRAM SPECIALIST I (PUBLIC EMPLOYEE'S RETIREMENT SYSTEM)		JR56	6410	A	1951.00	2370.00	2029.00	2465.00	2
				B	2096.00	2546.00	2130.00	2648.00	2
BENEFIT PROGRAM SPECIALIST II (PUBLIC EMPLOYEES' RETIREMENT SYSTEM)		JR54	6411		2258.00	2745.00	2348.00	2855.00	2
BENEFIT PROGRAM SPECIALIST III (PUBLIC EMPLOYEES' RETIREMENT SYSTEM)		JR52	6412		2525.00	3070.00	2626.00	3193.00	2
BOOK REPAIRER		CG96	1300		1951.00	2370.00	2029.00	2465.00	2
CALCULATING MACHINE OPERATOR -KEY DRIVEN-		CH60	1433		2096.00	2546.00	2180.00	2648.00	2
CASE SERVICE ASSISTANT, DEPARTMENT OF REHABILITATION		CH80	1832		2096.00	2546.00	2180.00	2648.00	2
CLERK, CALIFORNIA CONSERVATION CORPS		CA25	1125	A	2258.00	2745.00	2348.00	2855.00	2
				B	2346.00	2850.00	2440.00	2964.00	2
CONSUMER ASSISTANCE TECHNICIAN		CA50	1109		2258.00	2745.00	2348.00	2855.00	2

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	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	MMG
CONTROL CASHIER I (MOTOR VEHICLE SERVICES), DEPARTMENT OF MOTOR VEHICLES	CX34	8736		2435.00	2958.00	2532.00	3076.00	2
CONTROL CASHIER I (VEHICLE REGISTRATION), DEPARTMENT OF MOTOR VEHICLES	CX36	8738		2435.00	2958.00	2532.00	3076.00	2
CONTROL CASHIER II (MOTOR VEHICLE SERVICES), DEPARTMENT OF MOTOR VEHICLES	CX35	8737		2622.00	3188.00	2727.00	3316.00	2
CONTROL CASHIER II (VEHICLE REGISTRATION), DEPARTMENT OF MOTOR VEHICLES	CX37	8739		2622.00	3188.00	2727.00	3316.00	2
CORPORATION DOCUMENTS EXAMINER								
DISPATCHER-CLERK	CW75	1827		2872.00	3490.00	2987.00	3630.00	2
DISPATCHER-CLERK, CALTRANS	CK50	1660		2371.00	2882.00	2466.00	2997.00	2
EXAMINATION PROCTOR, DEPARTMENT OF INSURANCE	CR49	3710		2371.00	2882.00	2466.00	2997.00	2
EXECUTIVE ASSISTANT	CG75	1877	A B	2102.00 2395.00	2182.00 2426.00	2186.00 2428.00	2269.00 2523.00	2 2
EXECUTIVE SECRETARY I	CD40	1728		2813.00	3419.00	2926.00	3556.00	2
EXECUTIVE SECRETARY II	CD60	1247		2585.00	3142.00	2688.00	3268.00	2
HEALTH RECORD TECHNICIAN I	CD50	1245		2813.00	3419.00	2926.00	3556.00	2
HEALTH RECORD TECHNICIAN II	CW45	1869		2258.00	2745.00	2348.00	2855.00	2

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	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	HWG
HEALTH RECORD TECHNICIAN II (SPECIALIST)	C440	1872		2525*00	3070*00	2626*00	3193*00	2
HEARING REPORTER								
	C020	1229		4083*00	4961*00	4246*00	5159*00	2
HEARING REPORTER PUBLIC UTILITIES COMMISSION								
	C011	1221		4083*00	4961*00	4246*00	5159*00	2
HEARING TRANSCRIBER-TYPIST								
	CC35	1193		2258*00	2745*00	2348*00	2855*00	2
INTERAGENCY MESSENGER								
	CA90	1697		1951*00	2370*00	2029*00	2465*00	2
KEY DATA OPERATOR								
	CJ50	1419	A B	1842*00 2096*00	2033*00 2546*00	1916*00 2180*00	2114*00 2648*00	2 2
LAW INDEXER								
	CX20	2957	A B C	2437*00 2638*00 3164*00	2895*00 3164*00 3804*00	2534*00 2744*00 3291*00	3011*00 3291*00 3956*00	2 2 2
LEGAL DOCUMENTS EXAMINER								
	CH65	1829		2872*00	3490*00	2987*00	3630*00	2
LEGAL HEARING TYPIST, UNEMPLOYMENT INSURANCE APPEALS BOARD								
	CC47	1058	A B	2215*00 2476*00	2693*00 3009*00	2304*00 2575*00	2801*00 3129*00	2 2
LEGAL SECRETARY								
	CE20	1282	A B	2600*00 2730*00	3160*00 3317*00	2704*00 2899*00	3286*00 3450*00	2 2
LEGISLATIVE CLERK								
	CF55	1323	A B	1775*00 1951*00	2156*00 2370*00	1846*00 2029*00	2242*00 2465*00	2 2



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SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	HMG
LIBRARY TECHNICAL ASSISTANT I							
C690	1307	A	2371.00	2883.00	2466.00	2998.00	2
		S	2372.00	2885.00	2467.00	3000.00	2
LOTTERY TICKET SALES SENIOR SPECIALIST							
JY48	9079		2525.00	3070.00	2626.00	3193.00	2
LOTTERY TICKET SALES SPECIALIST							
JY50	9078		2258.00	2745.00	2348.00	2855.00	2
MAILING MACHINES OPERATOR I							
CK03	1779	A	1951.00	2370.00	2029.00	2465.00	2
		B	2112.00	2565.00	2196.00	2668.00	2
MAILING MACHINES OPERATOR II							
CK04	1780		2266.00	2752.00	2357.00	2862.00	2
MEDICAL SECRETARY, CORRECTIONAL INSTITUTION							
CC50	9551		2476.00	3009.00	2575.00	3129.00	2
MEDICAL STENOGRAPHER							
CE80	1179		2215.00	2693.00	2304.00	2801.00	2
MEDICAL TRANSCRIBER							
CC58	1177		2215.00	2693.00	2304.00	2801.00	2
MICROFILM TECHNICIAN I							
CL40	1480	A	1811.00	2198.00	1883.00	2286.00	2
		B	2016.00	2448.00	2097.00	2546.00	2
MICROFILM TECHNICIAN II							
CL45	1481		2167.00	2633.00	2254.00	2736.00	2
MOTOR VEHICLE ASSISTANT							
CZ91	1898	A	1951.00	2370.00	2029.00	2465.00	2
		B	2096.00	2546.00	2180.00	2648.00	2

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	SCHEMATIC	CLASS	A/R	7/1/99 INCREASE		9/1/00 INCREASE		MMG
				MINIMUM	MAXIMUM	MINIMUM	MAXIMUM	
MOTOR VEHICLE FIELD REPRESENTATIVE								
	CZ90	1897	A B C	1951.00 2096.00 2258.00	2370.00 2546.00 2745.00	2029.00 2180.00 2348.00	2465.00 2648.00 2855.00	2 2 2
MOTOR VEHICLE TECHNICIAN								
	CZ92	1899	A B	2096.00 2258.00	2546.00 2745.00	2180.00 2348.00	2648.00 2855.00	2 2
MUSEUM ASSISTANT I								
	CB20	2862		1211.00	1473.00	1259.00	1532.00	2
MUSEUM ASSISTANT II								
	CB30	2863		1473.00	1790.00	1532.00	1862.00	2
MOSOLOGIST								
	CM52	3231		2372.00	2882.00	2467.00	2997.00	2
MOSOLOGIST TRAINEE								
	CM50	3230		2047.00	2487.00	2129.00	2586.00	2
OFFICE ASSISTANT (GENERAL)								
	CA55	1441	A B	1775.00 1951.00	2156.00 2370.00	1846.00 2029.00	2242.00 2465.00	2 2
OFFICE ASSISTANT (TYPING)								
	CA52	1379	A B	1835.00 1951.00	2230.00 2370.00	1908.00 2029.00	2319.00 2465.00	2 2
OFFICE OCCUPATIONS CLERK								
	CA71	1107		1718.00	2089.00	1787.00	2173.00	2
OFFICE OCCUPATIONS TRAINEE								
	CA74	1242		1599.00	1762.00	1663.00	1832.00	2
OFFICE SERVICES SUPERVISOR I (GENERAL)								
	CA38	1141	A S	2258.00 2259.00	2746.00 2748.00	2348.00 2349.00	2856.00 2858.00	2 2

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	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	HWG
OFFICE SERVICES SUPERVISOR I (TYPING)	CA36	1148	A S	2258.00 2259.00	274.6.00 274.8.00	2348.00 2349.00	285.6.00 285.8.00	2 2
OFFICE TECHNICIAN (GENERAL)	CA48	1138		2258.00	274.5.00	2348.00	285.5.00	2
OFFICE TECHNICIAN (TYPING)	CA46	1139		2258.00	274.5.00	2348.00	285.5.00	2
PENSION PROGRAM REPRESENTATIVE	CZ08	9777	A B	1951.00 2258.00	254.6.00 274.5.00	2029.00 2348.00	264.8.00 285.5.00	2 2
PERSONNEL SELECTION TECHNICIAN	CG74	6291	A B	1951.00 2258.00	237.0.00 274.5.00	2029.00 2348.00	24.6.5.00 285.5.00	2 2
PHARMACY TECHNICIAN	CN50	7979		2258.00	274.5.00	2348.00	285.5.00	2
PHARMACY TECHNICIAN, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	CN51	7658		2258.00	274.5.00	2348.00	285.5.00	2
PROGRAM TECHNICIAN	CZ81	9927		1951.00	254.6.00	2029.00	264.8.00	2
PROGRAM TECHNICIAN II	CZ82	9928		2258.00	274.5.00	2348.00	285.5.00	2
PROGRAM TECHNICIAN III	CZ83	9929		2525.00	307.0.00	2626.00	319.3.00	2
PROPERTY CONTROLLER I	C080	1550		2484.00	301.8.00	2583.00	313.9.00	2

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SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	HWG
PROPERTY CONTROLLER I (CORRECTIONAL FACILITY)							
C085	1793		2702.00	3283.00	2810.00	3414.00	2
PROPERTY CONTROLLER II							
C070	1549		2821.00	3427.00	2934.00	3564.00	2
PROPERTY CONTROLLER II (CORRECTIONAL FACILITY)							
C075	1794		3096.00	3761.00	3220.00	3911.00	2
PROPERTY INSPECTOR (SPECIALIST)							
C060	1547		2955.00	3590.00	3073.00	3734.00	2
RACING LICENSE TECHNICIAN I							
CM92	1920		2096.00	2546.00	2180.00	2648.00	2
RACING LICENSE TECHNICIAN II							
CM93	1921		2258.00	2745.00	2348.00	2855.00	2
SCOPIST, PUBLIC UTILITIES COMMISSION							
CC36	1192		2258.00	2745.00	2348.00	2855.00	2
SECRETARY							
CD30	1176		2298.00	2794.00	2390.00	2906.00	2
SENIOR ACCOUNT CLERK							
CU60	1730		2258.00	2745.00	2348.00	2855.00	2
SENIOR LEGAL TYPIST							
CC45	3224	A B	2215.00 2476.00	2693.00 3009.00	2304.00 2575.00	2801.00 3129.00	2 2
SENIOR LEGISLATIVE CLERK							
CF40	1319		2258.00	2745.00	2348.00	2855.00	2
SENIOR MEDICAL STENOGRAPHER							
CE70	1180		2476.00	3009.00	2575.00	3129.00	2

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04 - OFFICE AND ALLIED

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	MHG
SENIOR PENSION PROGRAM REPRESENTATIVE								
SENIOR STENOGRAPHER	CZ09	9778		2525.00	3070.00	2626.00	3193.00	2
SENIOR STENOGRAPHER, LEGAL	C080	1257	A S	2298.00 2299.00	2795.00 2797.00	2390.00 2391.00	2907.00 2909.00	2 2
SENIOR TELEPHONE OPERATOR	CE55	3223	A B C D	2215.00 2476.00 2693.00 3009.00	2693.00 3009.00 2968.00 3317.00	2304.00 2575.00 2801.00 3129.00	2801.00 3129.00 3087.00 3450.00	2 2 2 2
SENIOR WORD PROCESSING TECHNICIAN	C085	1638		2258.00	2745.00	2348.00	2855.00	2
SERVICE ASSISTANT (DMV OPERATIONS)	CC80	1213	A S	2346.00 2349.00	2852.00 2853.00	2440.00 2443.00	2966.00 2967.00	2 2
SERVICE ASSISTANT (DUPLICATING)	CZ25	1844		1951.00	2370.00	2029.00	2465.00	2
SERVICE ASSISTANT (KEY DATA OPERATIONS)	CL58	1464		1788.00	2171.00	1860.00	2258.00	2
SERVICE ASSISTANT (SOCIAL SERVICES)	CK60	1465		1692.00	1820.00	1760.00	1893.00	2
SERVICE ASSISTANT (TOLL COLLECTION)	CL57	1461		1726.00	1926.00	1795.00	2003.00	2
SERVICE ASSISTANT -WAREHOUSE AND STORES-	CS60	1709		1859.00	2258.00	1933.00	2348.00	2
	CNT0	1510		1840.00	2237.00	1914.00	2326.00	2

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04 - OFFICE AND ALLIED

SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	MMG
STATISTICAL CLERK							
CX10	1806		2258.00	2745.00	2348.00	2855.00	2
STENOGRAPHER							
CD85	1262	A	1915.00	2326.00	1992.00	2419.00	2
		B	2060.00	2502.00	2142.00	2602.00	2
STOCK CLERK							
CN60	1509		2070.00	2517.00	2153.00	2618.00	2
SUPPORT SERVICES ASSISTANT (GENERAL)							
CM70	1432	A	1775.00	2156.00	1846.00	2242.00	2
		B	1894.00	2300.00	1970.00	2392.00	2
TAX PROGRAM ASSISTANT							
CA57	1474	A	1585.00	1926.00	1648.00	2003.00	2
		B	1775.00	2156.00	1846.00	2242.00	2
		C	1951.00	2370.00	2029.00	2465.00	2
TAX PROGRAM TECHNICIAN I, FRANCHISE TAX BOARD							
CX92	9587		2258.00	2745.00	2348.00	2855.00	2
TAX PROGRAM TECHNICIAN II, FRANCHISE TAX BOARD							
CX93	9588		2525.00	3070.00	2626.00	3193.00	2
TAX TECHNICIAN I, BOARD OF EQUALIZATION							
CX85	1973	A	1951.00	2370.00	2029.00	2465.00	2
		B	2096.00	2546.00	2180.00	2648.00	2
TAX TECHNICIAN II, BOARD OF EQUALIZATION							
CX86	1974		2258.00	2745.00	2348.00	2855.00	2
TAX TECHNICIAN III, BOARD OF EQUALIZATION							
CX87	1975		2525.00	3070.00	2626.00	3193.00	2
TECHNICAL ASSISTANT I, POLITICAL PRACTICES COMMISSION							
CX40	1803		2258.00	2745.00	2348.00	2855.00	2

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04 - OFFICE AND ALLIED

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	HWG
TECHNICAL ASSISTANT II, POLITICAL PRACTICES COMMISSION								
TELEPHONE OPERATOR	CX41	1604		2525.00	3070.00	2626.00	3193.00	2
TELEPHONE OPERATOR SWITCHBOARD FOR THE BLIND	CR25	1635		1951.00	2370.00	2029.00	2465.00	2
TELETYPEWRITER OPERATOR	CR30	1636		1951.00	2370.00	2029.00	2465.00	2
TOLL COLLECTOR	C440	1651		2096.00	2546.00	2180.00	2648.00	2
TREASURY TELLER	C550	1707		2315.00	2812.00	2408.00	2924.00	2
WORD PROCESSING TECHNICIAN	CT10	1714		2426.00	2950.00	2523.00	3068.00	2
	CC85	1181	A B	1951.00 2096.00	2370.00 2546.00	2029.00 2180.00	2465.00 2648.00	2 2

**Signature Page**

OFFICE AND ALLIED BARGAINING UNIT 4  
CALIFORNIA STATE EMPLOYEES  
ASSOCIATION  
SEIU LOCAL 1000, AFL-C10, CLC

STATE OF CALIFORNIA  
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Frances T. Low, Chief Negotiator  
Department of Personnel Administration

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Yvonne Walker, Chairperson

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